



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSAL RFP #RFP-2017-DCYF-06-After

FOR

After-Hour Access to Division for Children, Youth and Families
(DCYF) Child Protection

October 7, 2016



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposal (RFP) is published to solicit proposals from organizations to provide statewide, after-hour access to the Division for Children, Youth and Families (DCYF) Child Protection for the purpose of:

- 1.1.1. Assuring that reports of alleged child abuse and neglect can be made after business hours on weekdays (4:30pm-8:00am) and 24 hours on weekends and holidays;
- 1.1.2. Assisting in locating appropriate emergency placements for children;
- 1.1.3. Assuring after-hour access for hospitals to obtain consent for medical treatment for children in DCYF's guardianship;
- 1.1.4. Screening reports and referring to DCYF On-Call as needed for responses to imminent danger situations;
- 1.1.5. Providing the first point of contact for foster parents who are requesting support after-hours and referring those calls to an On-Call Administrator for a response to the foster parent; and
- 1.1.6. Responding to callers requesting information and referral assistance to community-based agencies that can provide needed services for families.

1.2. Work Facilities

- 1.2.1. The vendor must select whether to make use of Department provided, on-campus work facilities or vendor selected, off-campus work facilities as follows in Sections 1.3 and 1.4 below.

1.3. Department provided, on-campus work facilities

- 1.3.1. The selected vendor will perform services, outlined in this RFP, at the Dolloff Building, 117 Pleasant Street, Concord, New Hampshire. The Dolloff Building is located in the Governor Hugh J. Gallen State Office Park South.
- 1.3.2. The Department will provide a suitable office space, furnished and equipped with telecommunication hardware and computer hardware, for performing the services as required under this RFP.
- 1.3.3. The selected vendor must provide all office supplies required to successfully manage the After-Hours Intake program.

1.4. Vendor selected off-campus work facilities

- 1.4.1. The selected vendor will perform services, outlined in this RFP, at a vendor selected work facility.
- 1.4.2. The vendor will provide a suitable office space, furnished and equipped with telecommunication hardware and computer hardware, for performing the services as required under this RFP.
- 1.4.3. The selected vendor must provide any and all materials and supplies required to successfully manage and provide all services as provided under this RFP.



- 1.4.4. The Department reserves the right to inspect any vendor selected work facility.
- 1.4.5. The Department reserves the right to accept or reject any vendor selected work facility.
- 1.4.6. **Technical Requirements**
 - 1.4.6.1. Vendor will provide a landline phone system that can be reached from anywhere in the state, be toll-free to callers and allow for DCYF's intake line to be forwarded to.
 - 1.4.6.2. Vendor will ensure the phone system is capable of transferring/forwarding calls to and from DCYF's Central Intake number, taking multiple calls on multiple lines and/or holding a call until call is answered (without the use of voicemail).
 - 1.4.6.3. Vendor will ensure that the phone number is provided to DCYF prior to contract approval.
 - 1.4.6.4. Vendor will utilize Microsoft Outlook.
 - 1.4.6.5. Vendor will have internet access and ensure internet is sufficient to meet needs of all systems.
 - 1.4.6.6. Vendor will ensure that they have the equipment to send and receive information, such as reports of abuse and neglect, via phone, fax, scanner and e-mail.
 - 1.4.6.7. Vendor will obtain a Citrix Client Software licenses if required.
 - 1.4.6.8. Vendors will supply/utilize their own computers with the following requirements:
 - 1.4.6.8.1. 500 MHz or more; and
 - 1.4.6.8.2. 128 MB memory (RAM)

1.5. Request for Proposal Terminology

211 www.211nh.org. A searchable database made up of a coalition of health and human services resources.

Baby Safe Haven According to NH State Law, a person can leave a baby, up to 7 days old, with an employee that is on duty at any hospital, fire station, police station, church or with any 911 responder at an agreed upon transfer location in NH.

Bridges DCYF's secure statewide automated child welfare information system - also known as SACWIS

CHINS Children in Need of Services

CPSW Child Protective Social Worker

DCYF Division for Children, Youth and Families

DHHS Department of Health and Human Services (also the Department)

Professional Reporter Staff from alcohol and drug abuse prevention and treatment agencies; town, city, county welfare departments; clergy; coroner/medical examiner; community information and referral agency; counselor/therapist;



court/probation; day care provider; dentist; guidance counselor; hospital staff; institution; law enforcement; mental health provider; nurse; other community service provider; physician; principal; public social agency staff; school staff; teacher; social worker; Domestic Violence Specialist and crisis center employee.

Reporter Anyone who calls to report child abuse or neglect.

RFP Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

SACWIS State Automated Child Welfare Information System

SAT DCYF Statewide Assessment Team

1.6. Contract Period

The Contract resulting from this RFP will be effective upon Governor and Executive Council approval through September 30, 2018.

The Department may extend contracted services for up to three (3) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families - After-Hour Access to DCYF Child Protection

The Division for Children, Youth and Families Central Intake Office receives more than 24,000 calls annually. Of those calls, approximately 80% are related to suspected child abuse and neglect and approximately 15% are calls for information. Additionally, a small percentage are referrals for Children in Need of Services (CHINS). A toll-free number is available to receive reports and is staffed by highly trained, experienced child protection workers. Referrals can be made to community agencies and to the local District Office staff for further assessment.

The current system for the reporting and responding to reports of child abuse or neglect is established under New Hampshire's Child Protection Act, RSA 169-C.

RSA 169-C:34, I, mandates that if it appears that the immediate safety or well-being of a child is endangered, the family may flee or the child disappear, or where other factors warrant, the Department must immediately commence an investigation. In all other cases, a child protective investigation must be initiated within 72 hours of receipt of the report.

In response to this legislative mandate and as an ongoing commitment to protecting New Hampshire's children, DCYF is in the process of expanding its internal assessment capabilities through increased staffing and the enhancement of after-hours, on-call access. This includes the establishment of a 12pm to 8pm unit comprised of DCYF Assessment Child Protection Services Workers and Supervisors that will make up a Statewide Assessment Team (SAT).



Through this Contract, DCYF is seeking to establish an after-hour intake system that will be able to screen calls of reports of alleged child abuse and neglect after business hours. It is the Department's hope that the development of a comprehensive assessment system to meet the needs of children and families will positively impact child safety statewide.

3. STATEMENT OF WORK

3.1. Covered Populations and Services

Individuals, foster parents, hospitals, law enforcement and any community based agency in need of access to child protection services outside of normal business hours.

3.2. Scope of Work

- 3.2.1. The selected vendor must provide statewide after-hour access to child protection services available through the Division for Children Youth and Families. The selected vendor, must:
 - 3.2.1.1. Screen and process all incoming calls/reports between the hours of 4:30pm and 8:00am Monday through Friday and 24 hours per day on weekends and holidays.
 - 3.2.1.2. Ensure a seamless transition to and from DCYF Central Intake hours of operation and After-Hours Intake hours of operations.
 - 3.2.1.3. Continuously monitor telephones, faxes and emails to ensure effective responses to reports of alleged child abuse and neglect.
 - 3.2.1.4. Provide child welfare specific information and referral support services to the general public, law enforcement personnel and medical professionals to ensure all parties have access to the child welfare services outside of regular business hours, which may include but are not limited to:
 - 3.2.1.4.1 Placement resources to DCYF On-Call staff, DCYF Statewide Assessment Team (SAT), or law enforcement (when DCYF is unavailable) to facilitate placements for children in immediate need of care due to abuse or neglect;
 - 3.2.1.4.2 Information and referral services to support parents and individuals at risk of abusing or neglecting a child or children;
 - 3.2.1.4.3 Information and referrals for individuals to report potential child abuse and neglect;
 - 3.2.1.4.4 Information for individuals who want to learn about child abuse and neglect in general; and
 - 3.2.1.4.5 Information and referral assistance to community-based agencies that can provide needed services for families.
 - 3.2.1.5. Have the ability to contact a reporting party to clarify and/or obtain additional information in order to completely and accurately document a report.



- 3.2.1.6. Contact collateral parties such as law enforcement, hospitals, foster parents, and others as necessary to ensure complete reports and facilitate potential child placement(s).
- 3.2.1.7. Have the ability to contact child protection agencies in other states when reports are made impacting foreign jurisdictions.
- 3.2.1.8. Agree to adhere to all current and future State of New Hampshire and DHHS Data Security and Information Technologies Policies and procedures.
- 3.2.1.9. Preserve the confidentiality, integrity, and accessibility of State of NH data with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state laws, and industry standards and best practices. The vendor will ensure its' information processing systems and environment will be maintained according to all applicable federal, state laws, and standards; and ensure the same is applied any other subcontractor(s) information processing environments utilized to process or store State of NH protected and confidential data including but not limited to EPHI and PII.
- 3.2.1.10. Participate in and or respond to any assessment, audit, or corrective action immediately upon request by DHHS in support of or as a result of compliance or information security related activities.
- 3.2.1.11. Participate and adhere, by the vendor and any authorized employees in support of NH DCYF services contract, to information security awareness and training program activities during DHHS standard work hours, as requested.
- 3.2.1.12. Ensure any and all electronic transmission or exchange of any State of NH data shall be secured using Secure File Transfer Protocols, or other appropriate secure transport methods, using no less than current 128bit encryption tools.
- 3.2.1.13. Agree to be responsible for supporting and participating, as requested by DHHS, within the program areas of business continuance, disaster recovery, incident response, and breach notification.
- 3.2.2. The selected vendor must ensure sufficient staff is available to operate an after-hours call center. The selected vendor must:
 - 3.2.2.1. Ensure all telephone calls, faxes and emails are promptly answered and processed (no right to refuse).
 - 3.2.2.2. Guarantee that telephone wait time for callers never exceeds 5 minutes.
 - 3.2.2.3. Provide a supervisor for every shift who will assist screeners with the reporting decision-making process.
- 3.2.3. The selected vendor must contact the on-call DCYF supervisor immediately when the supervisor determines an immediate response by DCYF may be required based upon information received from a reporting party. The selected vendor must:



- 3.2.3.1. Document all information in Bridges (DCYF's secure statewide automated child welfare information system-SACWIS) from the DCYF on-call supervisor regarding if or when a DCYF response will occur and additional information from DCYF when a response is completed.
- 3.2.3.2. Complete all required documentation by entering required information into Bridges and ensure that completion of reports are done in compliance with federal and state laws, and DCYF policy.
- 3.2.3.3. Ensure that all hard copy documentation received during each shift is scanned, forwarded to DCYF Central Intake Office, and then subsequently shredded, unless otherwise indicated by DCYF. Scanned files shall be deleted by vendor after receipt confirmation is received from DCYF.
- 3.2.3.4. Work with DCYF to identify and maintain a current list of emergency placement homes for the purpose of facilitating the identification of, and access to, an emergency placement home upon a request from a law enforcement agency or DCYF on-call staff.
- 3.2.3.5. Work with DCYF to maintain a current list of on-call staff and their schedules.

- Q1. What is your organization's experience and capacity with child welfare?*
- Q2. What is your knowledge of local community-based social service agencies?*
- Q3. What is your understanding of, and ability to meet, DCYF's legal mandates regarding child protection?*
- Q4. What is your call center experience and knowledge in performing services outlined in Section 3.2., Scope of Work? Provide sample scripts used in call center settings.*
- Q5. How will you operationalize the service requirements in Section 3.2., Scope of Work?*

3.3. DCYF's Child Welfare Information System (BRIDGES)

- 3.3.1. Vendor staff must utilize DCYF's State Automated Child Welfare Information System (SACWIS or Bridges) to enter all intakes, conduct name searches, conduct checks on prior reports involving the same family members and Central Registry checks as part of the intake process.
- 3.3.2. Vendor staff will access case history for a record review for additional information to determine the degree of response.
- 3.3.3. Vendor staff will use DCYF's Bridges to verify the custody and placement status of children reported to be missing from care.
- 3.3.4. A backup system must be in place to ensure that if Bridges is unavailable due to unforeseen technical emergencies or routine system maintenance breaks, reports can still be made and effectively recorded and be documented as part of the Emergency/Disaster

3.4. The Screening Process

- 3.4.1. The vendor screeners will receive and screen all reports submitted to the After-Hours Intake via:



- 3.4.1.1. Telephone,
- 3.4.1.2. Fax,
- 3.4.1.3. Computer, or
- 3.4.1.4. Any other manner.
- 3.4.2. For each report, the vendor screener must:
 - 3.4.2.1. Gather all required/necessary information regarding suspected child abuse and/or neglect or potential risk of abuse and/or neglect;
 - 3.4.2.2. In consultation with a supervisor, make an initial screening determination pursuant to DCYF policies;
 - 3.4.2.3. Enter all reports into Bridges, utilizing all intake screens, in real time, while taking the report;
 - 3.4.2.4. Document recommended disposition for each report in Bridges and send to DCYF's Central intake Office for approval prior to the end of each shift;
 - 3.4.2.5. Request the submission of a formal written report from all professional reporters, as defined in Section 1.2.;
 - 3.4.2.6. Monitor telephones, faxes and emails to ensure that all reports received are efficiently processed;
 - 3.4.2.7. Call the reporting party including, but not limited to, police and hospital, if clarification or additional information is needed to complete reports;
 - 3.4.2.8. Determine whether an emergency response is required and, if so, immediately consult with the supervisor. All potential emergencies are reported to the DCYF On-Call/SAT Supervisor. DCYF will make the final decision whether to initiate an emergency response;
 - 3.4.2.9. Track all reports, including non-abuse and neglect, in Bridges;
 - 3.4.2.10. Assist each reporter with the utilization of appropriate community resources including, but not limited to, explaining CHINS services and processes;
 - 3.4.2.11. Search Bridges for current or prior DCYF involvement for any family who is the subject of a report;
 - 3.4.2.12. Screen all reports, including requests for services and CHINS, for abuse and neglect and refer to appropriate agencies, such as 211nh.org, if no abuse or neglect is indicated; and
 - 3.4.2.13. Continuously review and maintain relevant DCYF policies to ensure the most recent versions are utilized.
- 3.4.3. The supervisor will determine the recommended disposition of a report; all non-emergency reports are transferred to Central Intake for final approval.
- 3.4.4. The DCYF Intake Supervisors, or Designee(s), may support or reverse a screening decision made by the Vendor during non-business hours. The reason for any decision reversal will be documented in Bridges.



- 3.4.5. The vendor will maintain appropriate supporting documentation on file, electronically or otherwise, in accordance with DCYF policy.
- 3.4.6. The vendor will maintain familiarity with community resources available to assist families throughout the state.

3.5. Emergency Responses

- 3.5.1. When the supervisor determines that an emergency response may be necessary, the vendor must take the following actions:
 - 3.5.1.1. Contact the DCYF On-Call Supervisor;
 - 3.5.1.2. Make follow-up phone call to all provided phone numbers if the DCYF On-Call Supervisor fails to answer the first phone call; and
 - 3.5.1.3. Call the DCYF On-Call Field Administrator, if the DCYF On-Call Supervisor remains unreachable.
- 3.5.2. When DCYF determines that an emergency response is necessary, the vendor screener will contact required DCYF Staff using the following schedule:
 - 3.5.2.1. Monday through Friday until 8:00 pm, contact the Statewide Assessment Team (SAT) Supervisor.
 - 3.5.2.2. Monday through Friday 8:00 pm to 8:00 am and 24 hours a day on weekends and holidays, call the DCYF on-call Supervisor.
- 3.5.3. When emergency placement is needed, the vendor will initiate calls to foster parents on the emergency crisis care list, managed and provided by DCYF, to identify an available placement and provide that information to the managing DCYF field staff.
- 3.5.4. The vendor may make immediate referral to law enforcement, after consultation with DCYF On-Call Supervisor, when referral to law enforcement is the most appropriate course of action due to the emergent nature of the situation.
- 3.5.5. Occasions may require the vendor to call law enforcement (911) immediately or advise the caller/reporter to call law enforcement (911) immediately.
- 3.5.6. In the event of a reported death of a child, the vendor will contact DCYF's SAT Supervisor, between the hours of 4pm-8pm Monday through Friday, the On-Call Supervisor after 8pm or on weekends, or the Field Administrator if the vendor is unable to reach the SAT Supervisor or On-Call Supervisor.

3.6. Facilitation of Medical Consent for Children in the Guardianship of DCYF

- 3.6.1. When Intake is contacted after regular business hours by medical providers, seeking consent for treatment of children in DCYF guardianship, the vendor screener will contact the DCYF on-call Field Administrator to obtain verbal authorization to secure emergency medical and/or psychiatric treatment.



- 3.6.2. The vendor screener will verify, in Bridges, that a child is in DCYF guardianship prior to contacting the DCYF On-Call Field Administrator for such authorizations. If the vendor determines the child is not in DCYF guardianship, the vendor screener will inform the medical provider that authorization must be obtained from a parent or guardian.
- 3.6.3. For a child confirmed to be under DCYF guardianship, the vendor will contact DCYF On-Call Field Administrator who will provide the medical provider with verbal consent for treatment.

3.7. DCYF Foster Parent Support

- 3.7.1. The vendor will refer foster parent support calls to the DCYF On-Call Field Administrator.

3.8. Emergency Placements

- 3.8.1. The vendor will take reports from police when emergency placement is needed and coordinate with DCYF SAT Supervisor or On-Call supervisor.
- 3.8.2. The vendor will assist police in locating a home from the list of resources provided by and maintained by DCYF, if emergency placement is needed.
- 3.8.3. The vendor will contact DCYF SAT Supervisor or On-Call Supervisor if an emergency placement home cannot be found.

3.9. Baby Safe Haven Notifications

- 3.9.1. When the vendor receives a Safe Haven notification, the vendor screener will follow procedures outlined in DCYF's intake policy. See Attached as Exhibit F.

3.10. Special Investigations

- 3.10.1. The vendor will respond to reports of abuse or neglect involving residential Treatment Facilities/Institutions or foster homes according to DCYF Intake policy. See attached as Exhibit F.
- 3.10.2. The vendor screener, along with the Supervisor, will determine if an immediate response is required and will document any current safety plan in place.

3.11. Runaways

- 3.11.1. If the vendor is notified that a child, in DCYF custody or guardianship, is missing or has run away, the vendor will call police, report to DCYF On-Call Supervisor or Field Administrator, and document all information in Bridges.
- 3.11.2. If the vendor is notified that a child, in DCYF custody or guardianship, has been located, the vendor will notify DCYF On-Call Supervisor or Field Administrator and document all information in Bridges.

Q6. *Explain in detail your proposed plan for adhering to the specific requirements of operationalizing After-Hour Intake stated in subsections 3.3.-3.10. (The Screening Process, Emergency Responses, Facilitation of Medical Consent for children in the guardianship of DCYF, Emergency Placements, DCYF Foster Parent Support, Baby Safe Haven Notifications, Special Investigations, and Runaways).*



3.12. State Automated Child Welfare Information System (SACWIS) - Bridges

- 3.12.1. As part of the intake process, the vendor staff will utilize Bridges to:
 - 3.12.1.1. Enter all intakes;
 - 3.12.1.2. Conduct name searches;
 - 3.12.1.3. Conduct checks of prior reports involving the same family members; and
 - 3.12.1.4. Conduct Central Registry checks.
- 3.12.2. For each record review, the vendor staff will access case history for additional information to determine what degree of response may be required.
- 3.12.3. The vendor staff will use Bridges to verify custody and placement status of children reported missing from care.

3.13. Emergency/Disaster Planning

- 3.13.1. The vendor will develop and maintain, for the duration of the Contract, a comprehensive emergency disaster plan to ensure uninterrupted operation of the After-Hours Intake and to ensure that if Bridges is unavailable, due to unforeseen technical emergencies or routine system maintenance breaks, reports can still be made, effectively filed/recorded, and documented.
- 3.13.2. Planned routine system maintenance breaks occur:
 - 3.13.2.1. Two (2) times per calendar year, from Friday at 5:00 pm through Monday at 8:00 am; and
 - 3.13.2.2. Once (1) per week from Sunday 11:00 pm through Monday 5:00 am

Q7. *Provide your proposed, detailed Emergency/Disaster Plan.*

3.14. Vendor Handoff Expectations (From DCYF and Back to DCYF)

- 3.14.1. The vendor will ensure staff availability 30 minutes into the oncoming DCYF shift.
- 3.14.2. The vendor will ensure staff availability 30 minutes prior to the completion of DCYF's shift.
- 3.14.3. The vendor staff will brief DCYF staff on any ongoing/unresolved reports.
- 3.14.4. The vendor screeners will complete all calls and relevant documentation prior to the end of each shift.

Q8. *What is your plan (be specific) for providing a smooth hand-off/transition between on/off hour staff as outlined in Subsection 3.13., Vendor Handoff Expectations?*

3.15. Staffing Requirements

- 3.15.1. **Program Staffing Requirements**
 - 3.15.1.1. The vendor will ensure that the program is minimally staffed with, at least, the following positions:
 - 3.15.1.1.1. Program Director



3.15.1.1.2. Clinical/Shift Supervisor

3.15.1.1.3. Screeners

3.15.1.2. The vendor will ensure all staff is subjected to State of NH criminal background checks, DCYF Central Registry Checks and DHHS Bureau of Elderly and Adult Services (BEAS) checks.

3.15.1.3. The vendor will ensure that all staff adheres to New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy.

3.15.1.4. The vendor will ensure that any vacancies are filled within a timely manner and by a candidate that meets the requirements stated in this RFP.

3.15.2. Vendor Staff Roles and Responsibilities

3.15.2.1. The vendor Program Director has overall administrative responsibility for the screening component of after-hours calls. This includes clinical supervision of supervisory staff, scheduling screening staff, tracking data and quality assurance measures, management of the contract budget, management of personnel, and providing public education regarding the after-hours intake process. The vendor's Program Director also works in collaboration with DCYF to develop policies and procedures for the After-Hours Intake. The vendor Program Director will inform DCYF contract manager or designee of any operational and implementation issues needing resolution.

3.15.2.2. The vendor Clinical/Shift Supervisors must be on-site every shift and are responsible for the day-to-day operation of the After-Hours Intake. Specific duties include administrative supervision of vendor staff, the scheduling of shifts, clinical record management, quality assurance, staff recruitment, and pre-service training. The vendor's Clinical/Shift Supervisors have primary responsibility for management of the shifts, during which they monitor and supervise the vendor screeners' fact gathering, assist with report determinations, initiate requests for DCYF On-Call Supervisor, clinical record-keeping and time management.

Clinical/Shift Supervisor will review vendor screener's reports/screening decisions and provide preliminary approval. Additionally, the Clinical/Shift Supervisors will manage leave time effectively to ensure ongoing effective operation of the After-Hours Intake. The vendor's Clinical/Shift Supervisors will review every report before submission to intake by the close of that shift and work with DCYF On-Call Supervisor in dispatching a Statewide Assessment Team CPSW or On-Call CPSW for emergency response.

3.15.2.3. The vendor screeners receive and document reports of child abuse and neglect, consult with Clinical/Shift supervisor to determine if the information received may require immediate response by DCYF, contact the DCYF On-Call Supervisor to determine if an emergency response is needed. Screeners also provide information and referral to resources and log the times of all contacts.



3.15.3. **Hiring Requirements**

3.15.3.1. The vendor will consult with DCYF when hiring any applicant who is currently, or has previously been an employee or intern of DHHS/DCYF.

3.15.3.2. The vendor will ensure that vacancies are filled within a timely manner to ensure that there is no lapse in ongoing service to the community.

3.15.4. **Minimum Staff Requirements**

3.15.4.1. Program Director:

3.15.4.1.1. **Education:** Master's Degree from a recognized college or university with at least twelve (12) credits hours in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or a related field.

3.15.4.1.2. **Experience:** Six (6) years' experience in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or a related field, plus four (4) years in a supervisory or management level position in any occupational area. If related to the program area, the supervisory or management experience will count as part of the six (6) years' total experience. Each additional year of approved work experience may be substituted for one (1) year of required formal education at the graduate level only.

3.15.4.1.3. **Special Requirements:**

3.15.4.1.3.1. For appointment consideration, Program Director applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.

3.15.4.1.3.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.

3.15.4.1.3.3. Must successfully complete the training requirements outlined below.

3.15.4.1.3.4. Upon completion of initial training, must complete ongoing training as outlined below.

3.15.4.1.3.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.

3.15.4.1.3.6. Must have Microsoft outlook/computer proficiency.



3.15.4.1.3.7. Program Director will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.15.4.2. Clinical/Shift Supervisors:

3.15.4.2.1. **Education:** Bachelor's degree from a recognized college or university with a major study in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or related field. Each additional year of approved formal education may be substituted for one year of required work experience.

3.15.4.2.2. **Experience:** Three (3) years' experience in social work, criminal justice, criminology, psychology, counseling, sociology, behavioral science, human services, or related field, plus two (2) years of supervisory experience in any occupational area. If related to the program area, the supervisory experience will count as part of the three (3) years' total experience. Each additional year of approved work experience may be substituted for one (1) year of required formal education.

3.15.4.2.3. **Special Qualifications:** Experience in a management level position involving administration, program planning and evaluation, business management, or related management experience may be counted toward the qualification requirement of supervisory experience.

3.15.4.2.4. **Special Requirements:**

3.15.4.2.4.1. For appointment consideration, Clinical/Shift Supervisor applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.

3.15.4.2.4.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.

3.15.4.2.4.3. Must successfully complete the training requirements outlined below.

3.15.4.2.4.4. Upon completion of initial training, must complete ongoing training as outlined below.

3.15.4.2.4.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.

3.15.4.2.4.6. Must have Microsoft outlook/computer proficiency.



3.15.4.2.4.7. Clinical/Shift Supervisors will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.15.4.3. Vendor Screeners:

3.15.4.3.1. **Education:** Bachelor's degree from a recognized college or university in a human services related field.

Experience: No experience required.

OR

Education: Bachelor's degree with at least twelve (12) courses or thirty-six (36) credit hours in social work, psychology, social psychology, sociology, cultural anthropology, human services, behavioral science, or counseling, pastoral counseling or divinity.

Experience: No experience required.

OR

Education: Associates Degree in a human services related field.

Experience: Two (2) years' experience in Human Services at or above a paraprofessional or technician level.

3.15.4.3.2. **Special Requirements:**

3.15.4.3.2.1. For appointment consideration, screener applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance.

3.15.4.3.2.2. Must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.

3.15.4.3.2.3. Must successfully complete the training requirements outlined below.

3.15.4.3.2.4. Upon completion of initial training, must complete ongoing training as outlined below.

3.15.4.3.2.5. Must be available for non-traditional work hours to meet the needs of the After-Hours Intake.

3.15.4.3.2.6. Must have Microsoft outlook/computer proficiency.

3.15.4.3.2.7. Vendor Screeners will be trained in how to make necessary screening decisions based on DCYF practice and policy.

3.15.4.4. Vendor Orientation and Training

3.15.4.4.1. The vendor will ensure that vendor staff completes pre-service training requirements, provided by DCYF, prior to starting independent coverage of After-Hours Intake.



- 3.15.4.4.2. The vendor will maintain personnel files that are subject to periodic DCYF reviews.
 - 3.15.4.4.3. The vendor will ensure staff availability for pre-service training during traditional business hours.
 - 3.15.4.4.4. The vendor will ensure that staff complete a minimum ten (10) days of pre-service training including, but not limited to:
 - 3.15.4.4.4.1. One (1) Day DCYF Orientation;
 - 3.15.4.4.4.2. One to Two (1-2) Days of DCYF Policy and Practice;
 - 3.15.4.4.4.3. One (1) Day DCYF Intake Policy and Practice/how to make necessary screening decisions;
 - 3.15.4.4.4.4. One (1) Day of Bridges training consisting of general competency and intake specific competency; and
 - 3.15.4.4.4.5. Participate in Field Training at DCYF Central Intake Unit for a minimum of five (5) days as a component of screener pre-service training.
 - 3.15.4.4.5. The vendor will provide ongoing training which will consist of a minimum of four (4) days annually for all staff to remain current with DCYF policy and practice; these trainings may include DCYF staff trainings.
 - 3.15.4.4.6. The vendor staff may be given credit for previous related training and/or experience resulting in a possible exemption from portions of the required training, as determined by DCYF.
 - 3.15.4.4.7. Actual training times vary according to the skills and experience of each staff member.
 - 3.15.4.4.8. The vendor will maintain documentation of completed staff training.
- Q9.** *Provide your plan for ensuring compliance with New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy (See Attached Exhibit F).*
- Q10.** *What is your capacity (staffing and resources) to perform the services listed in Section 3.2., Scope of Work?*
- Q11.** *Provide your proposed staffing plan, including but not limited to your organizational chart of individuals in management, clinical, and administrative/clerical positions who will perform work-related duties associate with the responsibilities described in this RFP. Provide resumes and job descriptions for filled positions and job descriptions for vacant positions. Provide a sample staffing schedule that details how shifts will be staffed to ensure that the services outlined throughout this RFP are adequately met.*



- Q12.** *How will you maintain staffing levels that are needed to provide services outlined in this RFP? Include timeframes for filling vacancies and interim solutions for covering workloads.*
- Q13.** *How will you meet the training requirements (be specific) outlined in Section 3.14.4.4. Vendor Orientation and Training? Provide your staff development Plan.*

3.16. Performance Expectations and Measures/Deliverables

- 3.16.1. The vendor will provide performance evaluations for all employees annually.
- 3.16.2. Satisfactory Performance Evaluations are required for continued employment.
- 3.16.3. The vendor will ensure that unsatisfactory Performance Evaluations lead to corrective action plans, managed by vendor staff.
- 3.16.4. The vendor will ensure that unsatisfactory performance during corrective action phases, or the inability to satisfactorily correct performance, lead to disciplinary action up to and including termination of employment.
- 3.16.5. The vendor will record and submit the following performance-based outcomes to DCYF quarterly and, if necessary, develop improvement plans to address areas of need. The performance-based outcomes will include, but not be limited to:
 - 3.16.5.1. Developing and administering a caller satisfaction survey that is utilized with at least 75% of callers.
 - 3.16.5.2. Record the number of calls received;
 - 3.16.5.3. Record the number of calls missed;
 - 3.16.5.4. Record the average time on hold/in queue;
 - 3.16.5.5. Record the number of times foster parents call for after-hour support;
 - 3.16.5.6. Compiling a quarterly, aggregated list of foster homes that were utilized;
 - 3.16.5.7. Tracking refusals from foster parents in relation to placement requests;
 - 3.16.5.8. Tracking the number of times they had to report that an on-call worker was not available within an hour; and
 - 3.16.5.9. Tracking the arrival of in-person responses, noting the time of the response, and when on-call responses are complete/clear.
- 3.16.6. DCYF reserves the right to conduct additional quality assurance activities, which may include, but is not limited to, site visits, personnel file reviews and observations.

- Q14.** *What is your reporting system related to Quality Assurance/Performance-Based Outcome Activities?*



3.17. Culturally and Linguistically Appropriate Standards

- 3.17.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 3.17.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.17.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.17.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.17.5. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.17.6. Successful applicants will be:
 - 3.17.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - 3.17.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.



- 3.17.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- 3.17.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 3.17.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.17.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
 - 3.17.7.4. The resources available to the organization to provide language assistance.
- 3.17.8. Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

3.18. Scope of Work Applicable to Vendor Selected, Off-Campus Work Facilities Only – Additional Security Requirements

- 3.18.1. The following additional security requirements are applicable **only** to Vendors who chose to provide the services required under this RFP at a vendor selected, off site facility:
- 3.18.1.1. The Contractor will maintain direct control of any State owned protected and or confidential data and restrict the physical location of any and all historical, current, and new confidential State owned data to remain within the boundaries of the United States; according to all applicable Federal and State laws. The Contractor will keep any stored State of NH data secure and will not be co-located with data from other entities.
 - 3.18.1.2. The Contractor will provide a documented process for securely disposing of data, data storage hardware, and or media, paper, electronic or other, and will obtain and provide upon request written certification for any State data destroyed by the vendor; or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.



- 3.18.1.3. The Contractor will employ necessary processes and procedures to ensure access and exposure of State of NH data, electronic, paper, or any other medium, is restricted to authorized persons. Access and authorization will be based on the principle of least-privilege.
- 3.18.1.4. Responsibility for support and participation, as requested by DHHS, within the program areas of business continuance, disaster recovery, incident response, and breach notification.
- 3.18.1.5. The Contractor will maintain a Breach Notification process for the purpose of notifying DHHS immediately upon discovery or knowledge of a potential breach to State owned confidential, protected, sensitive, personal, and intellectually property data.

4. FINANCE

4.1. Available Funds

The resulting contract will be funded with 39.26% Federal Funds and 60.74% General Funds.

4.2. Appropriate Use of Funds

Funds awarded must be used solely to support the service described herein.

5. PROPOSAL EVALUATION

5.1. Technical Proposal

5.1.1.	Knowledge and Experience (Q 1-3)	75 Points
5.1.2.	Work Plan to Meet Intake Process Requirements (Q4-5)	30 Points
5.1.3.	Emergency/Disaster Planning (Q6)	10 Points
5.1.4.	Vendor Handoff Expectations (Q7)	10 Points
5.1.5.	Staffing (Q8-11)	50 Points
5.1.6.	Education/Training (Q12-13)	25 Points
5.1.7.	Quality Assurance/Performance-Based Outcomes (Q14)	25 Points

5.2. Cost Proposal

5.2.1.	Submit a separate budget and narrative for each State Fiscal Year.	
5.2.2.	Narrative needs to be detailed.	
5.2.3.	Please include all calculations, formulas, and methodologies on how you arrived at your numbers.	
5.2.3.1.	Budget	50 Points
5.2.3.2.	Budget Narrative	50 Points

Total points available for this RFP **325 Points**



6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire

Department of Health and Human Services

E. Maria Reinemann

Contracts Specialist

Brown Building

129 Pleasant Street

Concord, New Hampshire 03301

Email: eva.reinemann@dhhs.nh.gov

Fax: 603-271-4232

Phone: 603-271-9330

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Standard Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	10.07.2016
2.	Optional Site Visit	10.13.2016
3.	RFP Questions Submission Deadline	10.17.2016
4.	DHHS Response to Questions Published	10.21.2016
5.	Technical and Cost Bids Submission Deadline	11.07.2016 by 2:00 pm



6.3. Bidders' Questions and Answers

6.3.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

DHHS will not acknowledge receipt of questions.

Questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.3.2. Bidders' Conferences

There are no Bidders' Conferences scheduled for this RFP.

6.3.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). This date may be subject to change at DHHS discretion.

6.4. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.5. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **#RFP-2017-DCYF-06-After**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.



6.6. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.7. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.8. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.9. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.10. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.11. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.12. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials



models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.13. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.14. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.15. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.16. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.



6.17. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.18. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.19. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.20. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV and in

the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.21. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.



7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3 ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 4 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
 - a. Name of company / organization;



- b. RFP#; and
- c. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 3 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. **Transmittal Cover Letter**

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;



- vi. Indicate whether Bidder's Proposal is for On Campus or Off Campus work facilities;
- vii. For Off Campus work facility, vendor **must** complete and return Appendix G and confirm it is included in the proposal.
- viii. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- ix. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- x. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- xi. Date Proposal was submitted; and
- xii. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate. **NOTE: Bidder must also indicate whether the Proposal submitted is for On Campus or Off Campus work facilities at the beginning of the Proposal Narrative. For Off Campus proposals, vendor must complete and include Appendix G in their proposal.**



7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;
 - iv. Number of employees;
 - v. Headquarters and Satellite Locations;
 - vi. Current project commitments;
 - vii. Major government and private sector clients; and
 - viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the



Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse



opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations:
 - i. Exceptions to Terms and Conditions, Appendix A
 - ii. CLAS Requirements, Appendix D
 - iii. Personnel Sheet, Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties



The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

For Information Only – do not submit

9.3. Appendix C – Budget

9.4. Appendix D – CLAS Requirements

9.5. Appendix E – Personnel Sheet

9.6. Appendix F - DCYF Policies

9.7. Appendix G –Technical Requirements

Off Site Work Facility Only

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date:</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Appendix B

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Appendix C
Budget Form

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

APPENDIX D

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX D

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website:

<http://www.dhhs.nh.gov/business/index.htm>

APPENDIX D

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX D

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX D

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)	Yes	No

APPENDIX D

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

APPENDIX D

- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title


Contractor Name

Date

Appendix E

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.						
*Please list which site(s) each staff member works at, if your agency has multiple sites.						

APPENDIX F

1051 PROFESSIONALISM AND ETHICS	
Chapter: Staff Responsibilities	Section: Standards and Expectations
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  </div> <div> <p>New Hampshire Division for Children, Youth and Families Policy Manual</p> <p>Policy Directive: 16-18</p> <p>Effective Date: May 2016</p> <p>Scheduled Review Date:</p> </div> <div style="text-align: right;"> <p>Approved:</p> <p>Lorraine Bartlett, DCYF Director</p> </div> </div>	
Related Statute(s): RSA 15-B:3 , RSA 21-G , RSA 161-F:46 , RSA 169-C , and RSA 170-G Related Admin Rule(s): Per 1000 Related Federal Regulation(s): SSA 471 , P.L. 104-191 , P.L. 108-79 and PREA Standards 115.311 (a), and 361 (b)	Related Form(s): FORM 2180 Bridges' Screen(s) and Attachment(s):

DCYF believes everyone deserves to be treated with courtesy and respect. Staff will conduct themselves in an ethical manner to develop positive relationships with families, children, and members of the public, and in collaboration with our federal, state, local, and private colleagues. In order to develop and maintain these connections and deliver quality services, we must be committed to professional conduct and professional boundaries. Transparency, ethical standards, and accountability are essential organizational qualities in pursuit of our commitment to excellence in service.

Purpose

This policy establishes a work standard to supplement existing laws, Personnel Rules, DHHS Policies, and the "Executive Branch Code of Ethics" issued pursuant to [Executive Order Number 98-1](#), on June 19, 1998. These standards govern the professional conduct of all staff employed with the Division for Children, Youth and Families. This policy is to be reviewed by staff and have the acknowledgment completed on an annual basis.

Definitions

"Client" means any individual, who does not receive financial compensation for collaborating with the Division for Children, Youth and Families and is receiving services from DCYF.

"Colleague" means a professional associate, including but not limited to: an employee - including supervisors, volunteer, or student intern assigned to DHHS regardless of position; court official; attorney; law enforcement officer; school employee; or employee of a provider or community agency serving children/youth.

"Conflict of Interest" means any activity, regardless of remuneration, which creates an actual, direct, and substantial risk, or appearance thereof, that a person's objectiveness in his/her role and responsibility as an employee of DHHS may be influenced by a secondary interest/circumstance.

"DCYF" or **"Division"** means the Department of Health and Human Services' Division for Children, Youth and Families.

"DHHS" or the **"Department"** means the New Hampshire Department of Health and Human Services.

"PREA" means the standards enacted on August 20th, 2012 and enforced by the U.S. Department of Justice to eliminate prison rape pursuant to the Prison Rape Elimination Act of 2003.

"Sexual Harassment," means any unwelcome sexual advance, a request for a sexual favor, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
4. In accordance with PREA, "sexual harassment" also means any repeated verbal comments or gestures of a sexual nature to a client or colleague by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

"Staff" for the purpose of this policy means any individual employed by the Division for Children, Youth and Families or working through the Division for Children, Youth and Families in a contracted position, internship, or volunteer program (to include Parent Leaders).

"SYSC," or the **"John H. Sununu Youth Services Center,"** or the **"Youth Detention Services Unit"** means the architecturally secure juvenile treatment facility administered by the Division for Children, Youth and Families for committed juveniles and detained youth, and for NH youth involved with the NH court system prior to their adjudication.

"Workplace" means the District Office, telework site, training site, State Office, SYSC, client's home, foster/adoptive home, court, police department, service provider site, school, residential care facility, child care facility, or other locations where DCYF work is conducted during and after regular work hours.

Policy

- | |
|--|
| <p>I. All Division staff are responsible for adhering to Federal Laws, the NH statutes, and the policies and rules of the Department of Health and Human Services and of the Division for Children, Youth and Families.</p> <p>A. All statements in this policy are to supplement and reinforce existing staff expectations and responsibilities and DO NOT supersede any law, rule, or policy of DHHS.</p> <p>B. NH State Statutes and Administrative Rules may be accessed via the internet at http://www.nh.gov/government/laws.html</p> <p>C. DCYF policies may be accessed through the Intranet and/or Lotus Notes.</p> <p>D. DHHS policies may be accessed through the DHHS Intranet.</p> <p>II. DCYF maintains the following expectations of employee performance:</p> <p>A. Staff will competently perform job responsibilities set forth in the class specification, supplemental job description for their position (or contract), and other duties within the scope of their position, as directed by their supervisor, manager, or administrator.</p> |
|--|

1. Staff shall incorporate all applicable provisions of the NH DCYF Practice Model in the performance of their job duties.
 2. Staff may only represent DCYF in court, meetings, interviews, or similar events when it is consistent with their job description and assigned cases.
 - (a) Staff must request supervisory approval to represent DCYF in any other situations.
 - (b) Any requests to provide a presentation in a public forum must be referred to a Supervisor and the Center for Professional Excellence through the [Speaker's Bureau](#) for Field Services staff.
 - (c) When representing DCYF, staff will, to the best of their ability, reflect DCYF related laws, rules, NH DCYF Practice Model, and current DHHS and DCYF policies.
 3. Staff shall refrain from using their official positions to promote any partisan political purpose and from allowing another's political affiliation or power to influence their decisions regarding a client; DCYF shall comply with all statutes and regulations related to campaigning, lobbying, and political practices.
 4. Staff are accountable for their work hours and their supervisor must approve, in advance, any changes to their work schedule.
 5. Exceptions will require the written approval of the staff's supervisor.
- B. Staff will maintain appropriate professional appearance while performing their assigned job duties or attending training, to foster respect and promote professionalism in the workplace.
1. Staff will possess their DHHS and DCYF issued identification badge, if issued, and equipment specified by their supervisor while on-duty.
 2. Staff will follow business casual manner of dress as determined by the office in which they are assigned.
 3. Staff performing an irregular job duty may seek supervisory approval to utilize casual dress during said duty. Any casual dress must be neat, clean, and appropriate for a business setting.
- C. Staff must recognize that they serve as important role models for clients and colleagues in the performance of their official duties. Accordingly, staff will demonstrate positive behavior and a responsible work ethic.
1. Staff shall represent DCYF in a professional manner and refrain from any conduct that may reflect poorly on themselves, the Division, and/or the Department.
 - (a) Staff shall follow the expectations set by the Governor through the training "[Respect in the Workplace](#)."

- (b) Staff will conduct themselves with competence, honesty, respect, cultural sensitivity, and professionalism in all interactions, consistent with the NH DCYF Practice Model.
 - (c) Staff will maintain attitudes, communication, and behaviors toward clients and colleagues and others whom staff have contact with in the course of their employment, that are even, controlled, dignified, impartial, respectful, and without exploitation.
 - (d) Staff must work to establish trust and cooperation with clients and colleagues.
- 2. Staff shall promote professional cooperation with each bureau of DCYF and DHHS by:
 - (a) Maintaining relationships with colleagues, of such character, as to promote mutual respect within the profession and improvement of its quality of service; and
 - (b) Assuring that statements about colleagues, and their bureaus or agencies, are accurate and constructive.
- 3. To perform their duties competently, staff must participate in ongoing education and training, and must maintain familiarity with current policy, trends, and developments.
 - (a) Staff must maintain appropriate training hours for their position as specified in their supplemental job description and pursuant to applicable policy [2901 Staff Development and Learning](#).
- 4. State property, information systems, and resources shall only be used for purposes consistent with the staff's job description, authorized by their supervisor, OIT Technology Policy, and DCYF and DHHS policies. This includes any desk, chair, and related equipment; telephones, cell phones, and their related services; state vehicles, personal computers, laptops, and any other related equipment or services such as printers, routers, scanners, etc. including email, internet services, computer applications, utilities and any other equipment, other service or resource available or accessible to DCYF staff.
- 5. Unprofessional conduct (during or after work, in person or through social media) that interferes with staff performance and/or interferes with the ability of the Division to meet its mission may lead to disciplinary action.
- D. Consistent with the protection of the public interest, staff will serve each client with integrity and appropriate concern for the client's welfare and with no purpose of personal gain.
 - 1. Staff must be diligent in their responsibility for documentation while ensuring that all reports are timely, relevant, and accurate pursuant to state and federal laws, policy, and supervisory directives. All information must be:
 - (a) Recorded in the designated information system in compliance with any required timeframes, and

- (b) All case information must be accurate and factual to contribute to sound decisions affecting client and public safety.
 - 2. Staff shall fully and objectively advise clients of information necessary for informed decision-making and stay informed of each client's condition and conduct.
 - 3. Staff shall only represent themselves and make judgments which they are professionally qualified to make, through education, training, job assignment, certification, or licensure.
 - 4. Staff shall be aware of his/her own biases, preventing them from interfering with the delivery of services to clients.
 - 5. Staff shall exercise independent, professional judgment and prevent youth, family, social, or other relationships from influencing professional conduct or decisions, or creating the appearance of influence on professional conduct or decisions. Staff shall report all real or perceived conflicts of interest in a timely manner to their supervisor.
 - 6. Staff, and persons connected with DCYF, shall not use their official positions to secure privileges or advantages for themselves or engage in personal business transactions with clients (current or former) or organizations providing services to clients.
 - (a) Employees shall not accept or give a gift or gratuity of value ([RSA 15-B:3](#)), except for general donations authorized by the appropriate Bureau Administrator;
 - (b) Staff shall not initiate any financial or business interactions with former clients or foster /adoptive families without prior authorization from their Bureau Administrator or designee.
 - (c) Unplanned financial or business interactions with former clients shall be immediately reported to their Bureau Administrator or designee.
 - (d) Items (b) and (c) above shall not apply to current or former clients employed by and acting on behalf of a third party (e.g. cashiers, waitstaff, etc...)
- III. Staff shall maintain appropriate professional relationships with effective and cooperative interactions with the clients they serve, and providers and community members with whom they have direct contact.
- A. Personal relationships (or the appearance of personal relationships) must not be allowed to interfere with the delivery of services to clients during or after regular work hours, including contact through internet social media sites.
 - B. To ensure appropriate relational boundaries consistent with policy and best practice, the following applies:
 - 1. Staff must not bring clients into their homes without the prior written approval of the Director of DCYF, or their designee.

2. Staff must not form personal relationships with colleagues/interns that could be perceived to create a conflict of interest with their role. Staff who have any concerns should consult with his/her supervisor to determine if there is a conflict, or the appearance of a conflict.
3. Current clients:
 - (a) Staff shall contact clients in the course of their normal daily job functions during approved work hours;
 - (1) Non-business-related client contact outside the staff's conduct of their normal daily job functions and/or outside their approved work hours is not allowed. This includes communication to youth detained or committed at the SYSC and their families.
 - (2) Any staff with knowledge of such non-business contact should bring this to the attention of the committing staff's supervisor immediately.
 - (b) All communications will be consistent with the recommendations of the client's treatment team and/or case plan; and
 - (c) Staff who receive any form of communication from a current client that is out of the ordinary from normal business interactions shall document the communication and report such communication to their supervisor. The supervisor shall use his/her discretion in reporting the communication to the appropriate administrator.
4. Former Clients:
 - (a) Staff should not participate in on-going social relationships with his/her former clients.
 - (1) The Division recognizes that clients and families may choose to offer staff updates on his/her/their status or situation and opportunities to attend activities after case closure (e.g. graduations, weddings, and/or military events).
 - (2) Staff shall notify their supervisor before attending such events.
 - (3) Staff knowledgeable of violations of this provision shall immediately report to the committing staff's supervisor.
 - (b) Staff shall not initiate any form of communication with former clients unless it is for a program or activity approved by the Director of DCYF, or designee. Examples of approved programs and activities include but are not limited to Operation Santa materials, recruiting parent leaders, working with the Parent Partner Program, complying with the requirements of the National Youth in Transition Database, aftercare cases, or working with a former client on a Family Engagement project;
 - (c) Staff who receive any form of personal or social communication from a former client shall:

- (1) Respond professionally to any communication (written, telephonic, or electronic), after consultation with a supervisor; and
 - (2) Seek approval from their supervisor, or designee, to maintain communication with a former client; and
5. Staff who have a family member or friend who is a client, or staff who are related to other staff, must conduct their work according to DCYF work standards and notify their supervisor of possible conflicts of interest because of their relationship(s).

IV. Confidentiality is a priority.

- A. No confidential information may be released without permission of the DCYF Director and/or guidance from the Division's legal services.
 1. Child/youth or family case information shall only be disclosed pursuant to state and federal laws, court orders, and DCYF policy to individuals who have a proper professional need for such information using written authorizations for release when required.
 2. Staff shall not initiate/acknowledge clients in public without justification or permission from said client.
- B. Staff shall seek only such information regarding clients and colleagues as necessary to perform their duties and responsibilities, and maintain such information as confidential.
- C. Any secondary employment by staff outside DCYF must not conflict with case management or other assignments. DCYF staff participating in outside employment must not profit or otherwise benefit from decisions made as a DCYF employee and must not jeopardize the confidentiality of the families served.
- D. Subject to the client's rights of privacy and the responsibility to protect confidential or privileged information, staff shall respect the public's right to know and share information with the public according to the provisions of applicable state laws, federal laws, and DCYF and DHHS policies.
 1. When making any statements in public, staff shall clearly distinguish views that are personal and those that are statements and positions on behalf of the agency.
 2. Staff shall refer/direct all media inquiries to the DHHS Public Information Office at:

[Public Information Office](#)
 Office of the Commissioner
 Department of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301
 Telephone: (603) 271-4957
 Toll Free: (800) 852-3345 ext. 4957
 TDD Access Relay: (800) 735-2964
 FAX Number: (603) 271-4727

3. Any such referral shall be reported to the staff's immediate supervisor.

V. Physical Contact Between Staff and Clients:

- A. Physical contact initiated by DCYF staff with clients shall be limited to the following:
 1. Restrictive Interventions or Use of Force – When an incident occurs that necessitates a use of force, staff may make physical contact with the client according to Division policies governing the use of force or restrictive interventions pursuant to their job assignment and applicable policy;
 2. First Aid – When staff must initiate physical contact in order to provide appropriate first aid for which they are trained;
 3. Transfer – When a child who is non-ambulatory needs assistance in changing locations;
 4. Personal Care – When a child is under the age of 3 and in the custody of the Division, assistance with diapering/ toileting or feeding may be necessary; and
 5. Sports Activities – When staff and youth are engaged in sanctioned sporting activities.
- B. Sexual or sexualized behavior, sexual harassment, or other forms of sexual misconduct from staff-to-client is expressly prohibited (PREA 115.311(a)). Staff with knowledge of any offenses that may have been committed are mandated to report as identified in the Mandated Reporting section, immediately below.

Mandated Reporting

- I. Staff shall be responsible to immediately report and document any injuries or concerns about safety/security for themselves, colleagues, or clients to their immediate supervisor.
- II. Staff must immediately report any observed illegal activity in the workplace or violations of DCYF or DHHS policy to their supervisor.
 - A. Any location defined as a workplace for DCYF staff shall be a Drug-Free Workplace in accordance with DHHS's policy on "[Drug-Free Workplace](#);"
 1. The Division for Children, Youth and Families interprets drugs to include alcohol and cigarettes (including electronic cigarettes).
 2. JJS field staff who confiscate substances from youth that may violate a Drug-Free Workplace shall abide by policy [1346 "Search and Seizure."](#)
- III. DCYF establishes zero tolerance towards all forms of sexual abuse, sexual harassment and/or other forms of sexual misconduct.
 - A. All employees of the State of New Hampshire are entitled to work in an environment free of sexually inappropriate behavior. The State of New Hampshire is committed to preventing and eliminating such misconduct in the workplace before it rises to the level of sexual harassment.

1. Staff must follow the [Governor's State of New Hampshire Policy on Sexual Harassment](#).
 2. Staff with knowledge of any offenses that may have been committed during an incident of sexual abuse, sexual harassment or other sexual misconduct must report the incident to their supervisor or, if the supervisor is implicated in the allegation, to staff of comparable status.
 3. All alleged incidents must be reported either in writing or verbally, to the Director of the Division of Personnel, or the agency Human Resource Administrator, who shall then refer the complaint to the Director.
 4. Any alleged incident involving a client must be reported in compliance with item IV as detailed below.
- B. Additionally, staff at the SYSC must follow all applicable provisions of PREA pertaining to the elimination, prevention, response, and reporting of [sexual harassment](#) according to applicable DCYF policies.
- IV. Prevention and Reporting Abuse or Neglect of Clients:
- A. Staff shall act to prevent practices that are inhumane, unethical, or disrespectful towards clients and colleagues.
 - B. Staff who have reason to suspect that any child/youth has been abused or neglected shall make the report(s) required by RSA 169-C:29 by calling DCYF Central Intake Unit at (800) 894-5533 or 271-6563 (115.361(b)).
 - C. Staff shall also abide by all applicable provisions of PREA.
 1. Staff employed at the SYSC must follow policies regarding the prevention and reporting of abuse or neglect of youth committed or detained including, but not limited to: Policy [2055 Sexual Assault and Sexual Harassment](#) and Policy [2475 Abuse or Neglect of Committed or Detained Youth](#).
 2. Alleged incidents involving youth committed or detained at the SYSC must be reported on Form 2180 "Reporting Form For Sexual Abuse, Sexual Assault, and Sexual Harassment."
 3. Intermediate and higher level supervisory staff at the SYSC must make unannounced rounds pursuant to [Policy 2071 SYSC Master Schedule](#).
 - D. Staff who have reason to believe that an adult is, or is suspected to be, incapacitated and subject to abuse, neglect, self-neglect or exploitation shall make a report as required by RSA 161-F:46 by calling BEAS Central Intake at (800) 949-0470 or 271-7014.
- V. Retaliation of any kind for staff making a report described above, including reports related to PREA, is expressly prohibited. Reports of retaliation are subject to investigation and may lead to disciplinary action.
- VI. Discrimination is prohibited. Staff shall not discriminate because of race, creed, color, sex, age, political affiliation or belief, veteran status, religion, national origin, sexual orientation, or disability.

- A. Staff wanting to learn more about filing a discrimination complaint should contact the Office of the Ombudsman at:

State of New Hampshire
Department of Health & Human Services
Office of the Ombudsman
129 Pleasant Street
Concord, NH 03301-3857 (603) 271-6941
(800) 852-3345 ext. 6941
FAX (603) 271-4632
TDD Access: relay NH 1-800-735-2964
E-mail: ombudsman@dhhs.state.nh.us

- B. Any employee of the Department with HIV is protected by the same laws regarding unlawful discrimination, which are applicable to individuals with other diseases or disabilities. For more information, staff should contact the Department of Public Health AIDS/HIV program at 271-4502 or the Office of the Commissioner at 271-4602.

- VII. Staff shall respect and protect the right of the public to be safeguarded from criminal activity. Staff shall refrain from participation in illegal activity for any reason and shall notify the DCYF Director and the appropriate Bureau Administrator, or the Director of Operations- SYSC if the staff is employed at the SYSC, within 24 hours of any:

- A. Arrests or charges related to:

1. RSA 632-A:2 (Aggravated Felonious Sexual Assault);
2. RSA 632-A:3 (Felonious Sexual Assault);
3. RSA 632-A:4 (Sexual Assault);
4. RSA 631:1 (First Degree Assault);
5. RSA 631:2 (Second Degree Assault);
6. RSA 631:4 (Criminal Threatening);
7. RSA 633:1 (Kidnapping);
8. RSA 639:3 (Endangering Welfare of Child or Incompetent);
9. RSA 645:1, I (b), II, or III (Indecent Exposure and Lewdness);
10. RSA 649-A:3 (Child Pornography Offenses);
11. RSA 650:2 (Obscene Matter- where the act involves a child);
12. RSA 318-B (Controlled Drug Act); or

- 13. RSA 637 (All Theft offenses) or RSA 638 (All Fraud offenses) if the staff's role provides control or management over client benefits or Departmental financial transactions.
- B. Criminal or serious motor vehicle offense, or offense that interferes with his/her valid driver's license or access to statewide transportation; or
- C. Criminal conviction.

Violations of This Policy:

At all times, staff shall faithfully and responsibly perform the legal responsibilities, duties, and obligations imposed upon them by the United States Constitution, New Hampshire Constitution, federal laws, NH laws, court decisions, administrative rules, DHHS and DCYF policies, and their oaths of office, if applicable.

Staff who violate these standards of Professionalism and Ethics are subject to disciplinary actions described in NH Personnel Rules, PER 1000, up to and including dismissal from State Service.

Staff Acknowledgment:

I have read the DCYF Professionalism and Ethics policy and understand the expectations contained herein.

Initials

I will abide by the DCYF Professionalism and Ethics policy.

Initials

Signature of DCYF employee, contractor/volunteer, or intern

Date: _____

Printed name

Position title

Practice Guidance – Social Media Guidelines

Division employees are role models for the children, youth, families, community, and public we serve. It is important to remember that even when not working, we are Division employees and therefore must hold ourselves to a high standard of conduct, reflecting the dignity and esteem in which the Division should be held. Division employees need to have an understanding that any use of social media that could be deemed inappropriate may affect their credibility and ability to perform duties associated with their supplemental job description.

The following guidelines were written to caution and make all Division employees aware about the possibility, even inadvertently, of violating the Division's code of conduct through inappropriate use of social media. Social Media means websites and applications that enable users to create and share content or to participate in social networking.

- Employees owe a common law of duty to their employer and this duty does not end at the end of their workday. Social media should not interfere with employee's responsibilities to their employer or affect their ability to perform their duties with credibility and integrity.
- It is important that employees understand that social media sources are not necessarily private and the great majority of posts are public domain for all to read. Even anonymous posts can be traced back to the person who generated them.
- Employees must understand privacy does not exist in the world of social media and the Internet. Once posted, your content is immediately disseminated throughout the Internet and cannot be retrieved or rescinded.
- If an employee makes a derogatory social media post about the Division or Department that puts them in a negative light they may be subject to corrective action.
- Employees should use their best judgment in posting material that may be deemed inappropriate or harmful to the Division, other employees, programs, children, youth and families we serve.
- Employees must understand that their personal opinions are not representative of the Division and therefore must not be posted as such.
- Employees should be aware that the Division may observe content and information made public by the use of social media.
- Employees are not to publish, post, or release any information that is considered confidential. If there are questions surrounding what is considered confidential, employees should speak to their immediate supervisor.
- Although not an exhaustive list, some specific examples of prohibited social media conduct include posting commentary, content or images that are defamatory, pornographic, proprietary, harassing, libelous, could create a hostile work environment or effect your credibility or ability to perform duties associated with your supplemental job description.

When creating a professional media application, employees must gain approval from the DCYF Director/Designee and refer to DHHS [Social Media Guidelines](#), [DoIT Usage Policy](#), and any information available through the Public Information Office.

Practice Guidance – Professional Dress Guidelines

Think of someone you work with in the community who you respect as a professional. Why is that? What about them do you respect? Would they view you the same way?

As a representative of the State of New Hampshire you are a professional who plays a key role in working with children, families and stakeholders across the State. How you present yourself strengthens your credibility, how you are perceived, the respect you receive, and the role you play.

Everyone has heard the saying that most judgments are made within the first 10 seconds of meeting you. As such you want to look your best to make the best first impression. It is appropriate and important for you to dress professionally for all work-related activities. Unprofessional dress can inhibit the ability to be a productive worker inside and outside the office. Guidelines such as these are geared towards enhancing your ability to achieve professional success. Studies show a more professional work appearance can lead to:

- ✓ Increased productivity and quality of work;
- ✓ Increased commitment to the mission and vision of the agency;
- ✓ Increased timeliness to work and work appointments;
- ✓ Increased use of polite and respectful language in the workplace; and
- ✓ Increased teamwork and office morale.

Be considerate of your work environment, co-workers, colleagues and clients.

Strive for consistency in professionalism.

Below are some guidelines to consider as acceptable dress for men and women:

Men

- General Attire
 - ✓ Dress slacks;
 - ✓ Shirts with collars (dress or polo); and
 - ✓ Sweaters with a shirt underneath.
- Attire for Court
 - ✓ Dress shirt with collars and ties; or
 - ✓ Suits, blazers or sports jackets are acceptable.
- On business casual or "Casual Fridays" dress still must be neat and clean and always appropriate for a business setting.
 - ✓ Examples are sweaters, shirts with collars, golf shirts, cotton khaki-type slacks, and jeans (in accordance with administration policy).
 - ✓ Casual Friday doesn't mean "messy."

Women

- General Attire
 - ✓ Dresses;
 - ✓ Suits;
 - ✓ Dress slacks;
 - ✓ Loose fitting knit pants;
 - ✓ Gauchos (below the knee);
 - ✓ Knee-length dresses;
 - ✓ Skirts;
 - ✓ Blouses; and
 - ✓ Sweaters.
- Attire for Court
 - ✓ Business suits (pants or skirts);
 - ✓ Simple dresses;
 - ✓ Dress pants with suit coat;
 - ✓ Dress with a sweater; or
 - ✓ Blouses paired with skirts.
- On business casual or "Casual Fridays" dress still must be neat and clean and always appropriate for a business setting.
 - ✓ Examples are sweaters, shirts with collars, casual blouses and shirts, cotton khaki-type slacks, and jeans (in accordance with administration policy).
 - ✓ Casual Friday doesn't mean "messy."
- Hemlines should not be shorter than two inches above the knee.

Suggestion:

If you would normally wear the outfit or footwear for the beach, yard work, weekend around the house, dance clubs, exercise sessions or sports contests, then it would likely not be appropriate for the workplace.

Please Note:

This document serves as an example of professional and appropriate attire. Any questions or decisions needed beyond the scope of this document are at the supervisors'/administrations' discretion.

1150 CHILD ABUSE AND NEGLECT INTAKE

Chapter: **Child Protective Field Services**

Section: **CPS Central Intake**



New Hampshire Division for Children, Youth and Families Policy Manual

Policy Directive: **11-01**

Approved:

Effective Date: **January 2011**

Scheduled Review Date:

Maggie Bishop, DCYF Director

Related Statute(s): [RSA 21-B:2](#), [RSA 169-B](#), [RSA 169-C](#), [RSA 169-D](#), [RSA 170-E](#), [RSA 463](#), and [RSA 639](#)

Related Admin Rule(s):

Related Federal Regulation(s): [42 CFR Part 1340](#), [42 CFR 5101](#), [45 CFR](#)

Related Form(s): **FORM 2200**, and **FORM 2203(a)**

Bridges' Screen(s) and Attachment(s):

DCYF is committed to the support of families to ensure the protection of children and the communities in which they live. The Intake Unit serves the critical role of determining whether reports meet DCYF criteria for child abuse and neglect assessment. Intervention, at times, becomes imperative to prevent possible further abuse or neglect and to promote functional behavior by families and individuals.

Purpose

This policy establishes the Intake Unit's responsibility responding to initial contacts and determining whether reports meet DCYF criteria regarding suspected child abuse or neglect. It also establishes how these contacts are to be classified, documented, and referred for further action or services, if appropriate.

Definitions

"Absent Parent" refers to a non-household parent who has not maintained regular contact with the child.

"Caregiver" means a person responsible for a child's welfare, including the child's parent, guardian, or custodian, as well as the person providing out-of-home care of the child, if that person is not the parent, guardian, or custodian. For this definition, "out-of-home care" includes child care, a foster parent, an employee of a public or private residential home or facility or other person legally responsible for the child's welfare in a residential setting, or any staff person providing out of home care. (Child Protection Act, RSA 169-C: 3, XXII and 45 Code of Federal Regulations, 1340.2).

"Child" means any person who has not reached his or her 18th birthday (Child Protection Act, RSA 169-C: 3, V) and any person with whom DCYF has a legal, extended jurisdiction relationship pursuant to RSA 169-B, RSA 169-C, RSA 169-D, or RSA 463.

"Contact" means a telephone call, oral information provided in person, or written information received by DCYF regarding concerns about the care or maltreatment of a child.

"Custodian" means an agency or person, other than a parent or guardian, licensed pursuant to RSA 170-E to whom legal custody of the child has been given by court order. (RSA 169-C:3, X).

"Guardian" means either natural parent or a person appointed by a NH probate court or the court of similar jurisdiction in another state to have responsibility for the care, custody, and educational needs of the child. (RSA 463)

"Out-of-Home Perpetrator" means the offender has no access to the child and the caregiver is protecting the child.

"Parent" means mother, father, step parent, adoptive parent, but the term shall not include a parent as to whom the parent-child relationship has been terminated by judicial decree or voluntary relinquishment. (Child Protection Act, RSA 169-C: 3, XXI)

"Person Responsible for the Child Abuse or Neglect" or "Perpetrator" means a person who has or is alleged to have physically abused, sexually abused, or neglected a child, regardless of age or family relationship to the victim.

"Threat of Harm" means the presence of circumstances that constitute a substantial risk of harm to the child's life, health, or welfare. (42 CFR Part 1340 and [in re: Ethan H.](#), Supreme Court case)

"Withholding of Medically Indicated Treatment" means the failure to respond to an infant's or child's life-threatening conditions by not providing treatment which, in the treating physician's or physicians' reasonable medical judgment, will be most likely to be effective in ameliorating or correcting all such conditions, except that the term does not include the failure to provide treatment to an infant or child when, in the treating physician's or physicians' reasonable medical judgment:

1. The infant or child is chronically and irreversibly comatose,
2. The provision of such treatment would merely prolong dying; not be effective in ameliorating or correcting the infant's or child's life-threatening conditions; or otherwise be futile in terms of the survival of the infant or child,
3. The provision of such treatment would be virtually futile in terms of the survival of the infant or child and the treatment itself under such circumstances would be inhumane. (Child Abuse Prevention and Treatment Act, 42 United States Code 5101, Section 113 (10)).

Policy

I. Responsibility for Intake

- A. All contacts are referred to the Central Intake Unit in Concord at 1-800-894-5533 or (603) 271-6556.
- B. A Child Protective Service Worker (Intake CPSW) or Supervisor must be available during work hours to receive contacts regarding abuse and neglect. DCYF work hours are Monday to Friday, 8 AM to 4:30 PM.
- C. Local law enforcement agencies provide coverage for contacts made after DCYF work hours, on weekends, or on holidays.

II. Sources of Contacts:

- A. "Anonymous" means the person who initiates the contact does not identify himself or herself. The source is encouraged to provide sufficient identifying information to allow the contact to be reviewed or to permit the Intake or Assessment Units to re-contact the source for further information.
- B. "Victim" means the child of the suspected abuse or neglect.
- C. "Self-referral" means the person who initiates the contact is the alleged perpetrator of the suspected abuse or neglect.
- D. "Third party" means the person who initiates the contact has no direct involvement with the incident that is suspected to be abuse or neglect. The source is encouraged to disclose the names of other persons who may have direct knowledge concerning the child or the incident in question.
- E. "Professional source" means the person who initiates the contact is a DCYF or DJJS staff person, a member of law enforcement, or a professional in the fields of medicine , psychotherapy, education, or social work, and all other professions, described in RSA 169-C: 29. The person must follow an oral report with a written report within 48 hours, if requested. The professional source may be advised to inform the family that a contact has been initiated unless this information could increase the threat of harm to the child, may cause a caregiver to destroy evidence, or cause persons with knowledge to be unavailable to DCYF for assessment.
- F. "Any other person " means those who have reason to suspect that a child has been abused or neglected, for example, neighbor, friend, or relative.
- G. "Confidential sources" mean persons who identify themselves but request withholding that identity from the family. They are advised that the family may identify the reporter due to circumstances in the child's statements.
- H. "DCYF Staff" must report within one workday child abuse and neglect that is suspected, personally observed, or shared with them by family members or others.

III. Types of Contacts

- A. "Information and Referral" means a request for information about the availability of a service or criteria that may qualify a person to receive a service.
 - 1. This contact does not constitute a referral of suspected abuse or neglect.
 - 2. An attempt is made to refer the source to the local, county, state, federal, or private agency for services.
- B. "Inquiry" the caller provides information about a suspected incident of child abuse or neglect, but, after completion of the Child Abuse and Neglect Screen-In Criteria this information does not meet DCYF criteria for child abuse and neglect assessment, no further assessment will occur because intervention by DCYF would cause an intrusion into family life that is not warranted by the child's need for protection and the presence of one or more of the following factors:

1. The alleged victim cannot be identified or the location of the child's residence is not known;
 2. The facts do not suggest a cause to believe that a threat of harm to a child exists. Example: A 5-year old child, playing in the yard, falls off a slide and breaks a leg. Mother was in the home. Mother is appropriately concerned and tells the doctor that the child will never be left unsupervised on the slide again. No previous credible reports.
 3. The facts show an incident committed that is the jurisdiction of law enforcement or another agency in which DCYF is not required by law to intervene. Example: A 17-year old girl is the victim of a date rape. Parents are supportive of the victim. Local rape crisis center is involved.
 4. No contact is considered an inquiry solely because the alleged perpetrator may not be a caregiver.
- C. "Credible Report" means the reporter provides information that identifies a child or children by name or location and allegations, which if true, constitutes harm or a threat of harm to the life, health or welfare of the victim of the report. The information needs only to be within the range of possibility or probability and to appear to be grounded in fact.
1. Credibility of a referral is not determined based on the possible finding or on the results of court action.
 2. A contact alleging one or more of the following incidents or conditions in the presence of circumstances that show harm or a threat of harm to a child constitutes a credible report:
 - (a) Child Physical Abuse. ([DCYF Policy 1152](#)).
 - (b) Child Sexual Abuse. ([DCYF Policy 1153](#)).
 - (c) Child Neglect. ([DCYF Policy 1151](#)).
- D. "Additional Information" means if the incident or circumstance is not one of abuse or neglect but a DCYF or DJJS referral or case is open, then information is sent to the District Office as an associated referral.
- E. "[Voluntary Services](#)" means that a parent requests DCYF services or short-term child placement.
- F. "CHINS Intake". See [DCYF Policy 1325](#).

IV. Contact Requirements

- A. For all classifications of contacts, the Intake CPSW must:
1. Encourage the caller to provide all information about the situation under consideration;

2. The Intake CPSW should ask questions of the caller until the response becomes clear or the referent has no further information. If the response to a question is not known, the Intake CPSW must respond in the most protective way.
 3. Obtain accurate and complete information concerning the specific, descriptive facts of the situation under consideration and enter the data on the referral screens on NH Bridges;
 4. The Intake CPSW should attempt to ascertain as much information as possible about the whereabouts and identity in regards to a potential [absent parent](#).
- B. All contacts must be processed according to the classification assigned by the Intake CPSW.
- C. A Child Protective Service Worker (CPSW) and Supervisor must review all information received, obtain prior history on NH BRIDGES, apply the screen-in criteria, and determine the [response priority level](#).
- V. Classification of Contacts
- A. For contacts classified as Information and Referral, the Intake CPSW must:
1. Respond to the request for information and refer the source to the local, county, state, or federal agency with jurisdiction or another service to respond to the need for service; and
 2. Complete the "Intake and Referral Log" (Form 2200).
- B. For contacts classified as Inquiry, the Intake CPSW must:
1. Respond to any request for information;
 2. Encourage the reporter to identify themselves, or facts which would identify the child in question in order to enable a further review of the situation and for the Intake Unit to re-contact the reporter for additional information;
 3. If the contact does not require DCYF assessment, inform the reporter of this and consider the following:
 - (a) Refer the reporter to the local, county, state, or federal agency with jurisdiction to respond to the need for service; and
 - (b) Notify law enforcement by telephone with a written report to follow, pursuant to RSA 169-C: 38, via the Referral to Law Enforcement Letter (Form 2203(a)); and
 - (c) Complete the referral screen on NH Bridges and forward the referral electronically to the Intake Supervisor for review and approval.
- C. For contacts classified as Inquiry, the Intake Supervisor must:
1. Review the report;

2. If appropriate, approve the referral decision;
 3. If not appropriately classified or if further information is required, refer the referral back to the CPSW; and
 4. Document any formal complaint received regarding a contact not classified as meeting DCYF criteria for a child abuse or neglect assessment. A complaint is considered "formal" if the reporter asks to review the contact with a Supervisor and submits a written request to review the intake classification.
- D. For credible reports the Intake CPSW must:
1. Encourage the reporter to provide all information about the situation;
 2. Encourage the reporter to identify him or herself. If asked, consult with the caller about informing the family unless this would pose a threat to the child or reporter's safety or could result in the destruction of evidence or the removal of the child from the jurisdiction;
 3. Encourage the reporter to identify the family's and the child's race and ethnicity, ask if there is any known native American affiliation;
 4. Inform the reporter that their name will be kept confidential, if requested, however, that this information may be disclosed if court proceedings are initiated or the family may identify the reporter through a child's disclosure or circumstances of the abuse or neglect;
 5. Make collateral contacts as necessary to verify the credibility of the referral and to determine the response priority level;
 6. If the caller is a professional obtain details regarding the nature of their contact with the identified victim and ascertain whether contact will continue. Request that a written report be sent to the D.O. Intake and/or D.O. Assessment Supervisor within 48 hours;
 7. When law enforcement is reporting a child was present, regardless of location e.g. home or any other site, during the:
 - (a) Manufacturing or attempting to manufacture methamphetamine;
 - (b) Storage of any chemical substance related to methamphetamine; or
 - (c) Storage or disposal of any methamphetamine waste products or paraphernalia;
 - (1) The Intake CPSW must refer this report to the district office for an assessment to be completed per RSA 639-A:4 I & II
 8. If requested, advise the caller about the DCYF assessment process that may include:

- (a) Information is forwarded electronically to the D.O. and D.O. staff determines how to respond to the assessment in order to determine the safety of the child.
 - (b) Individuals in the home of the alleged child victim are interviewed regarding the allegation;
 - (c) Medical services must be sought if a child requires assistance;
 - (d) Collateral contacts must be made for the completion of the assessment;
 - (e) Family members may be referred to community resources for assistance in strengthening the family and resolving problems; and
 - 9. Obtain previous case history and family information from NH BRIDGES and New Heights as needed;
 - 10. Complete the referral screens and review the [Response Priority](#) screen on NH BRIDGES to determine the level of risk and forward all information to an Intake Supervisor within 24 hours.
 - 11. If the referral constitutes a Level 1 response, immediately after discussion with the Intake Supervisor, notify the D.O. Assessment Supervisor by telephone and provide the information verbally with the complete referral to follow.
- E. For Credible Reports, the Intake Supervisor must:
- 1. Review each report's information and approve or request Intake CPSW to contact the reporter for additional information.
 - 2. Assist the Intake CPSW in making determinations regarding level of response, credibility of reports, and collateral contacts required to clarify allegations and other information received; and
 - 3. Forward the referral electronically to the District Office
- F. Subsequent Reports
- 1. Subsequent reports about a child who has been the subject of a previous referral must be documented and classified by the Intake CPSW in the same manner as other contacts.
 - 2. Intake staff reviews the referral to determine if it is a new incident, allegation, or identifies a new victim.
- G. Reports regarding NH Residential Care Facilities, Institutions, or DCYF Employees
- 1. Contacts reporting abuse or neglect of children in NH residential care facilities or institutions must be classified and documented in the same manner as other contacts.

2. The Intake Supervisor must forward any credible referral electronically to the Supervisor of the Special Investigations Unit.
 3. Residential care facilities and institutional units include:
 - (a) John H Sununu Youth Services Center;
 - (b) Health Facilities, such as Hospitals;
 - (c) Group homes and Residential Treatment Facilities;
 - (d) Foster Family Care Homes;
 - (e) Shelter Care Facilities; and
 - (f) Any other residential care facility, whether licensed or unlicensed or subject to licensure.
 4. Reports involving a DCYF or DJJS employee must be documented in the same manner as other contacts, but identifying information is protected. The Intake CPSW must immediately notify the Intake Supervisor. The Intake Supervisor must forward the referral to the Supervisor of the Special Investigations Unit who will immediately notify the child protection administrator who will make the appropriate contacts.
- H. Determination of D.O. Assessment:
1. Credible reports must be forwarded to the Assessment Supervisor via NH Bridges to the District Office covering the residence of the child and the caregiver, if they reside together at the time of the report.
 2. If the caregiver and the child reside or are found in different D.O. areas, the credible referral must be referred to the District Office covering the area where the caregiver resides. Assistance may be requested from the District Office in which the child is found if needed to complete the assessment.
 3. If no caregiver is available or if a caregiver resides out-of-state, is incarcerated, or committed to an institution, the referral must be referred to the District Office covering the area where the child is found.
 4. When a current open assessment or family service case exists, subsequent reports are forwarded to the District Office currently providing services.
- I. Reports to the Department of Education and the Bureau of Child Care
1. Reports involving teachers or other school personnel are referred to law enforcement and the Department of Education.
 2. Allegations of abuse or neglect occurring at childcare facilities not meeting criteria for Special Investigations Unit are reported to the Bureau of Child Care. Intake CPSW completes the referral on NH Bridges and forwards it to the appropriate District Office as requested.

J. Reports of Abuse or Neglect in Another State

1. Credible reports that have occurred in another state must be immediately reported by telephone to the other state's Child Protective Services (CPS) Intake. A letter must follow reports.
2. The following credible reports are forwarded to the D.O. Assessment Supervisor when:
 - (a) A child is found in NH and intervention is necessary to prevent his or her return to a situation in another state that constitutes a threat of harm to the child;
 - (b) A referral is received from another state's child protective services agency alleging that a family now found in NH had fled the other state before the other state's CPS assessment could be completed;
 - (c) A referral is received that abuse or neglect has occurred in another state and the perpetrator has access to the child in NH;
 - (d) A child now in NH is alleged to have been abused or neglected during court ordered visitation with a caregiver who resides in another state; and
 - (e) A child, now in NH, is alleged to have been abused or neglected during visitation with any related or non-related individual who resides in another state and the caregiver continues to allow access to the alleged perpetrator. See FAILURE TO PROTECT in [DCYF Policy 1151](#).

K. Child Custody or Guardianship Disputes

1. Custody dispute means legal action initiated through a superior, district, family, or probate court in NH or another state by one party against another for obtaining custody of or visitation with a child now in this state. The legal action may seek divorce, legal separation, or protection from domestic violence between adults, with the related request for a court order determining the guardianship or legal custody of a child.
2. The Intake Unit forwards child custody or guardianship disputes to a District Office when:
 - (a) Ordered by a superior, district, family, or probate court during the litigation of the legal dispute; or
 - (b) A credible referral is received naming one or more of the parties involved in a child custody or guardianship dispute as a perpetrator of abuse or neglect upon a named child.

L. Emancipated and Unaccompanied Minors

1. An emancipated minor is a person under the age of 18 years, who has documentation to support that they have been emancipated in accordance with the

laws of the state in which they previously had been residing. NH gives recognition to these proceedings and treats the person as an adult. (RSA 21-B:2)

2. Unaccompanied minor is a person under the age of 18 years, previously from another state or country, living independently in NH with the knowledge and consent of their parent or guardian.
 3. The Intake Unit refers credible reports to a District Office when an unaccompanied minor is found in NH and may be the subject of physical abuse, sexual abuse, or neglect.
 4. A married minor is considered to be an adult for the purpose of this policy.
- M. Domestic Violence Reports:
1. Reports that allege [domestic violence](#) will be referred to the District Office as Neglect: Threatening/Menacing Behavior as the primary allegation for the referral.

Procedures

- I. The Intake CPSW must:
- A. Document all collateral, information and referral and inquiries on the "Intake and Referral Log" (Form 2200);
 - B. Make collateral contacts as necessary to determine if a referral is credible;
 - C. Complete the [Screen-In Criteria](#) and the [Response Priority](#) screens on NH Bridges for all credible reports;
 - D. Complete the Referral screens on NH Bridges;
 - E. Fully complete the demographic screen on NH Bridges and indicate cultural/ethnic background (if known);
 - F. Forwards all reports to the Intake Supervisor for approval;
 - G. Notifies law enforcement, the Department of Education, the Bureau of Child Care or the Special Investigations Unit when a referral involves these units; and
 - H. Contact appropriate District Office staff to advise of all Level 1 reports.
- II. The Intake Supervisor must:
- A. Assist in determining a report's credibility or a report's response priority;
 - B. Provides supervisory review of SDM such as [Screen-In Criteria](#) and the [Response Priority](#) screens on NH Bridges for all credible reports;
 - C. Request the CPSW to obtain more information from reporters or others, if necessary; and
 - D. Review all reports that allege child abuse and neglect and forwards all credible reports electronically to the District Office Assessment Units.

1152 CHILD PHYSICAL ABUSE

Chapter: **Child Protective Field Services**

Section: **CPS Central Intake**



New Hampshire Division for Children, Youth and Families Policy Manual

Policy Directive: **11-01**

Approved:

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Scheduled Review Date:

Maggie Bishop, DCYF Director

Related Statute(s): [RSA 169-C](#), [RSA 173-B](#), [RSA 631](#), [RSA 632-A](#), [RSA 633](#), [RSA 634](#), [RSA 635](#), and [RSA 644:4](#).

Related Admin Rule(s):

Related Federal Regulation(s):

Related Form(s): **Form 2203(a)**

Bridges' Screen(s) and Attachment(s):

Purpose

To establish a list of the conditions that constitutes child physical abuse, the criteria for determining, whether referrals meet DCYF standards for child abuse assessment and to determine when a report to law enforcement or the Department of Education is required.

Definitions

"Physical Abuse" means a child who has been intentionally physically injured or injured by other than accidental means or psychologically injured so that said child exhibits symptoms of emotional problems. When a parent or caregiver does not control his or her reaction by stopping the punishment before it causes injury, this constitutes an abusive act.

Policy

- I. The Intake CPSW uses the following physical abuse conditions in the [Screen-In Criteria SDM SECTION 1: CHILD ABUSE AND NEGLECT SCREEN-IN CRITERIA](#) to assist in determining if a referral meets DCYF criteria for child abuse assessment.
- II. The following are conditions of child physical abuse:
 - A. Human Bites
 - B. Bone fractures
 - C. Brain damage, skull fractures, retinal hemorrhage or cerebral hemorrhage
 - D. Burns or scalding
 - E. Cuts, bruises or welts
 - F. Internal injuries
 - G. Sprains and dislocations
 - H. Subdural Hematoma or skeletal injuries
 - I. Torture

- J. Tying and close confinement
- K. Poisoning or ingestion of noxious substances
- L. Wounds
- M. Psychological abuse
- N. Death

III. The following are definitions and examples of the conditions of child physical abuse:

A. BITES:

1. "Bite" means a wound, bruise, cut, or indentation in the skin caused by seizing, piercing, or cutting the skin with human or animal teeth.
2. Referrals of bite marks are referred to the District Office Assessment Supervisor when:
 - (a) A caregiver allegedly inflicted the bite marks:
 - (b) The caller reports that the cause of the bite mark is suspicious and possibly not consistent with the caregiver's explanation;
 - (c) The bite marks are allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) Bite marks are alleged to have been a result of physical abuse but the perpetrator is not yet known; or
 - (e) An animal has caused bite marks and the parent is refusing to obtain treatment or to protect the child.
3. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who is alleged to have suffered or has suffered human bite marks as the result of physical abuse, and the caregiver is protecting and the offender has no access (out of home perpetrator).

B. BONE FRACTURES:

1. The most common bone fractures include:
 - (a) "Simple" means the bone is broken, but no external wound;
 - (b) "Compound" means the bone is broken, and an external wound leads down to the site of fracture or fragments of bone protrude through the skin;
 - (c) "Complicated" means the broken bone has injured some internal organ, such as a rib piercing a lung; and

- (d) "Spiral" means twisting causes the line of the fracture to encircle the bone.
- 2. Examples include but are not limited to:
 - (a) Violent twisting or wrenching of a young child's limbs; and
 - (b) Forceful punching or purposeful application of pressure on a young child's rib cage.
- 3. The Intake Unit refers reports of bone fractures to the District Office Assessment Supervisor when:
 - (a) The bone fractures are alleged to have been a result of physical abuse by the caregiver;
 - (b) The caller reports that the cause of the fracture is suspicious and possibly not consistent with the provided explanation;
 - (c) A medical professional reports a discovery of old, healed or healing fractures which went untreated and appear suspicious;
 - (d) Someone other than the caregiver allegedly causes bone fractures and the caregiver refuses to protect the child from the alleged perpetrator, See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (e) Bone fractures are alleged to have been a result of physical abuse but the perpetrator is not yet known;
 - (f) Bone fractures are alleged to have occurred because the child was not properly supervised by the caregiver, See LACK OF SUPERVISION in [DCYF Policy 1151](#);
 - (g) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of fracture. Medically significant injuries need not be present if there is a threat of harm to the child.
- 4. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffered or is alleged to have suffered a bone fracture as the result of alleged physical abuse and the caregiver is protecting and the offender has no access.

C. BRAIN DAMAGE, SKULL FRACTURES, RETINAL HEMORRHAGE AND CEREBRAL HEMORRHAGE:

- 1. "Brain damage" means an injury to the large soft mass of nerve tissue contained within the cranium or skull. See SUBDURAL HEMATOMA, SKELETAL INJURIES
- 2. "Skull fracture" means a broken bone in the skull.
- 3. "Retinal Hemorrhage" means small hemorrhages on the back of the eye commonly associated with shaken baby syndrome.

4. "Cerebral Hemorrhage" means bleeding from a ruptured blood vessel in the brain.
5. Examples include but are not limited to:
 - (a) Banging a child's head into a wall or floor repeatedly and forcefully striking a child in the head;
 - (b) Shaking an infant,
 - (c) Shaking a child over age 2 repeatedly and forcefully; and
 - (d) Striking the head with an instrument.
6. The Intake Unit refers reports of these injuries to the District Office Assessment Supervisor when:
 - (a) Brain damage, retinal hemorrhaging, or skull fractures are alleged to have been a result of physical abuse by the caregiver;
 - (b) The caller reports that the cause of the injury is suspicious and possibly not consistent with the provided explanation;
 - (c) Brain damage, retinal hemorrhaging and/or skull fractures are allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) Brain damage, retinal hemorrhaging and/or skull fractures are alleged to have been a result of physical abuse but the perpetrator is not yet known;
 - (e) Brain damage, retinal hemorrhaging, or skull fractures are alleged to have occurred because the child was not supervised by the caregiver; See LACK OF SUPERVISION in [DCYF Policy 1151](#); or
 - (f) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of brain damage, retinal hemorrhaging, or skull fracture. Medically significant injuries need not be present if there is a threat of harm to the child.
7. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203a) any child who suffered or is alleged to have suffered brain damage, a skull fracture, retinal hemorrhage or a cerebral hemorrhage as the result of physical abuse and the caregiver is protecting and the offender has no access.

D. BURNS AND SCALDING:

1. "Burns" mean a tissue injury resulting from excessive exposure to thermal, chemical, electrical, or radioactive agents. The effects vary according to the type, duration, and intensity of the agent and the part of the body involved. Burns are usually classified as:

- (a) First degree means superficial burns with damage limited to the outer layer of skin, i.e. scorching or painful redness of the skin.
 - (b) Second degree means the damage extends through the outer layer of the skin into the inner layers. Blistering will be present within 24 hours.
 - (c) Third degree means the skin is destroyed with damage extending into underlying tissues, which may be charred or coagulated.
- 2. "Scalding" means a burn to skin or flesh caused by moist heat and hot vapors, such as steam. A scald is deeper than a burn from dry heat and must be treated as a burn.
- 3. Examples include but are not limited to:
 - (a) Purposely holding a child near an open flame;
 - (b) Applying a hot instrument against a child's skin; and
 - (c) Cigarette burns.
- 4. The Intake Unit refers reports of burns to the District Office Assessment Supervisor when:
 - (a) A referral is received alleging burns or scalding to a child are a result of physical abuse or neglect by the caregiver;
 - (b) The caller reports that the cause of the burns or scalding is suspicious and possibly not consistent with the provided explanation;
 - (c) Burns or scalding is allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator. See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) Burns or scalding are alleged to have been a result of physical abuse but the perpetrator is not yet known;
 - (e) Burns or scalding is alleged to have occurred because the caregiver did not supervise the child. See LACK OF SUPERVISION in [DCYF Policy 1151](#); or
 - (f) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of burns or scalding. Medically significant injuries need not be present if there is a threat of harm to the child.
- 5. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203a) any child who suffers or is alleged to have suffered burns or scalding as the result of physical abuse and the caregiver is protecting and the offender has no access.

E. CUTS, BRUISES, WELTS, AND SWELLING:

1. "Cut" means an open incision or break in the skin made by a sharp object or a weapon.
2. "Bruise" means an injury resulting in bleeding within the skin, where the skin is discolored but not broken. Bruises are usually classified by size and some information can be determined by their appearance:
 - (a) "Petechiae" means very small bruises caused by broken capillaries that may be the result of trauma or may be caused by clotting disorders.
 - (b) "Purpura" means petechiae that occur in groups or a small bruise up to a centimeter in diameter.
 - (c) "Ecchymosis" means a larger bruise.
 - (d) Multiple bruises on various parts of the body and in various stages of healing must receive particular attention. One way to determine the approximate age of a bruise is by the color. The following lists the color of bruises and associated age:

<u>Age of Bruise</u>		<u>Color</u>	<u>Age of Bruise</u>		<u>Color</u>
0-2 days	>	swollen, tender	7-10 days	>	yellow
0-5 days	>	red, blue, purple	10-14 days	>	brown
5-7 days	>	green	2-4 weeks	>	clear

- (e) Typical sites of inflicted bruises to infants and children include:

Buttocks	Cheek (slap marks)
Lower back	Earlobe (pinch marks)
Lateral thighs (paddling)	Upper lip and frenulum (forced feeding)
Genitals	Neck (choke marks)
Inner thighs	
3. "Welts and swelling" means an elevation on the skin produced by a lash, blow, or allergic stimulus. The skin is not broken and the mark is reversible.
4. Examples include but are not limited to:
 - (a) Punching a child with a closed fist;
 - (b) Striking a child in the head;
 - (c) Shaking an infant;
 - (d) Kicking a child;
 - (e) Pushing a child into a wall or down stairs;
 - (f) Choking a child; and
 - (g) Continuously and forcefully striking a child with a hand or an object.

5. The Intake Unit refers reports of these injuries to the District Office Assessment Supervisor when:
 - (a) The bruises, cuts, or welts are allegedly a result of physical abuse of a child by a caregiver;
 - (b) The caller reports that the cause of the bruise, cut, or welt is suspicious and possibly not consistent with the provided explanation;
 - (c) Bruises, cuts, or welts are allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#); or
 - (d) Bruises, cuts, or welts are alleged to have been a result of physical abuse but the perpetrator is not yet known.
 - (e) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of bruises, cuts, or welts. Medically significant injuries need not be present if there is a threat of harm to the child.
6. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered serious bruises, cuts, or welts or swelling as the result of physical abuse and the caregiver is protecting and the offender has no access.

F. INTERNAL INJURIES:

1. "Internal Injury" means an injury not visible from the outside of the body, such as injury to the organs occupying the thoracic, abdominal, or cranial cavities and can be the result of a direct blow. A person so injured may be pale, cold, perspiring freely, and appear semi-comatose. Pain is usually intense at first and may continue or gradually diminish; however, pain may not always be present.
2. Examples include but are not limited to:
 - (a) Punching or kicking a child in the abdominal or chest area; or
 - (b) Pushing a child into a blunt object.
3. The Intake Unit refers reports of a child's internal injuries to the District Office Assessment Supervisor when:
 - (a) The internal injuries are allegedly a result of physical abuse or neglect by the caregiver;
 - (b) The caller reports that the cause of the injuries is suspicious and possibly not consistent with the provided explanation;
 - (c) The internal injuries are allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);

- (d) Internal injuries are alleged to have been a result of physical abuse but the perpetrator is not yet known;
 - (e) Internal injuries are alleged to have occurred as a result of improper supervision by the caregiver; See LACK OF SUPERVISION in [DCYF Policy 1151](#); or
 - (f) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of internal injuries. Medically significant injuries need not be present if there is a threat of harm to the child.
4. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered internal injuries as the result of physical abuse and the caregiver is protecting and the perpetrator has no access.

G. **SPRAINS AND DISLOCATIONS:**

- 1. "Sprain" means trauma to a joint that causes pain and disability depending upon the degree of injury to ligaments. In a severe sprain, ligaments may be completely torn. The signs are a rapid swelling, heat, and disability, often discoloration and limitation of function are present.
- 2. "Dislocation" means the displacement of a bone from its normal position in a joint. Types include:
 - (a) "Closed" means a simple dislocation;
 - (b) "Complete" means a dislocation that completely separates the surfaces of a joint;
 - (c) "Complicated" means a dislocation associated with other major injuries;
 - (d) "Compound" means dislocation in which the joint is exposed to the external air.
- 3. Examples include but are not limited to:
 - (a) Violent yanking or pulling on a young child's limb; and
 - (b) Pushing a child down stairs.
- 4. The Intake Unit refers reports of these injuries to the District Office Assessment Supervisor when:
 - (a) The caregiver allegedly inflicts the sprains or dislocations;
 - (b) The caller reports that the cause of the sprain or dislocation is suspicious and possibly not consistent with the provided explanation;
 - (c) Sprains or dislocations are alleged to have been the result of physical abuse caused by someone other than the caregiver and the caregiver refuses to

protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);

- (d) Sprains or dislocations are allegedly a result of physical abuse but the perpetrator is not yet known; or
 - (e) A referral is received alleging behavior toward a child by a caregiver that is known to cause sprains or dislocations. Medically significant injuries need not be present if there is a threat of harm to the child.
5. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered a sprain or dislocation of bones as a result of physical abuse and the caregiver is protecting and the perpetrator has no access.

H. SUBDURAL HEMATOMA AND SKELETAL INJURIES:

1. "Hematoma" means a swelling or mass of blood, usually clotted, confined to an organ, tissue, or space and caused by a break in a blood vessel. Subdural means beneath the dura matter, the outer membrane covering the spinal cord and brain. A subdural hematoma is located beneath the membrane covering the brain and is usually the result of head injuries or from shaking an infant or small child. It may result in loss of consciousness, seizures, mental or physical damage, or death.
2. "Skeletal injury" means an injury to the bony or cartilaginous framework supporting the soft tissues and protecting the internal organs.
3. Examples include but are not limited to:
 - (a) Banging a child's head into a wall or floor;
 - (b) Shaking a child under the age of 2; and
 - (c) Striking the head with an implement forcefully or repeatedly.
4. The Intake Unit refers reports of these injuries to the District Office Assessment Supervisor when:
 - (a) The caregiver allegedly inflicts a subdural hematoma;
 - (b) The caller reports that the cause of the injury is suspicious and possibly not consistent with the provided explanation;
 - (c) A hematoma and/or skeletal injuries are alleged to be caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) A hematoma and/or skeletal injuries are alleged to have been a result of physical abuse but the perpetrator is not yet known; or

- (e) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of subdural hematoma. Medically significant injuries need not be present if there is a threat of harm to the child.
- 5. An Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered a subdural hematoma or skeletal injuries as a result of physical abuse and the caregiver is protecting and the perpetrator has no access.

I. TORTURE:

- 1. Torture means deliberately or systematically inflicting unusual or cruel treatment that results in suffering.
- 2. Examples include but are not limited to:
 - (a) Hanging a child by their feet;
 - (b) Dunking a child under water;
 - (c) Forcing a child to kneel on concrete or uncooked rice; and
 - (d) Killing or torturing a pet in front of a child.
- 3. The Intake Unit refers reports of torture to the District Office Assessment Supervisor when:
 - (a) A caregiver has allegedly tortured or terrorized the child;
 - (b) The caller reports concerns/suspicious that the child may be experiencing torture by a caregiver;
 - (c) A child is allegedly tortured by someone other than the caregiver and the caregiver refuses to protect the child from the perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) A child is alleged to be tortured but the alleged perpetrator is not yet known; or
 - (e) A referral is received alleging behaviors toward a child by a caregiver that is known to constitute torture. Medically significant injuries need not be present if there is a threat of harm to the child.
- 4. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered torture and the caregiver is protecting and the perpetrator has no access.

J. TYING AND CLOSE CONFINEMENT:

- 1. "Tying" means unreasonable restriction of a child's mobility, actions, or physical functioning by tying the child to a fixed or heavy object, duct tape to face, arms and feet, tying limbs together.

2. "Close Confinement" means forcing the child to remain in a closely confined area that restricts physical movement.
3. Examples include, but are not limited to:
 - (a) Locking a child in a closet, for any period of time;
 - (b) Tying one or more limbs to a bed, chair, or other object; and
 - (c) Tying a child's hand behind his or her back.
4. The Intake Unit refers these reports to the District Office Assessment Supervisor when a caregiver had allegedly tied the child to a fixed object or closely confined the child to an area that restricts physical movement.

K. POISONING OR INGESTION OF NOXIOUS SUBSTANCES:

1. "Poison" means a substance taken into the body by ingestion, inhalation, injection, or absorption that interferes with normal physiological functions. Virtually any substance may be poisonous if consumed in sufficient quantity; therefore, the term more often implies an excessive degree of dosage rather than a specific group of substances.
2. "Noxious" means harmful, injurious, and not wholesome.
3. Examples include but are not limited to:
 - (a) Pouring poisonous chemicals on a child's skin; or
 - (b) Forcing a child to ingest a dangerous substance not meant for ingestion (mothballs, urine).
4. The Intake Unit refers these reports to the District Office Assessment Supervisor when:
 - (a) Poisoning or ingestion of noxious substances are alleged to have been a result of the caregiver administering such substances;
 - (b) A medical professional reports the cause of the poisoning or ingestion of noxious substances is suspicious and possibly not consistent with the provided explanation;
 - (c) A medical professional reports repeated episodes of poisoning or ingestion of foreign objects;
 - (d) Poisoning is allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (e) Poisoning is allegedly a result of a non-accidental incident, but the perpetrator is not yet known;

- (f) Poisoning has occurred because the child was not properly supervised by the caregiver; See LACK OF SUPERVISION in [DCYF Policy 1151](#); or
 - (g) Acts toward a child by a caregiver may cause a risk of poisoning or ingestion of noxious substances. Medically significant injuries need not be present if there is a threat of harm to the child.
5. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who suffers or is alleged to have suffered poisoning or who has ingested noxious substances as the result of physical abuse and the caregiver is protecting and the perpetrator has no access.

L. WOUNDS:

1. "Wound" means an injury to the child's body caused by a knife, gunshot, or other object, in which the skin or other tissue is broken, pierced, cut, or torn.
2. Examples include but are not limited to:
 - (a) Stabbing a child with scissors, knife, or glass; and
 - (b) Shooting a child with any weapon.
3. The Intake Unit refers reports of wounds to the District Office Assessment Supervisor when:
 - (a) The caregiver allegedly inflicted the wounds;
 - (b) The caller reports that the cause of the wound is suspicious and possibly not consistent with the provided explanation;
 - (c) Wounds are allegedly caused by someone other than the caregiver and the caregiver refuses to protect the child from the alleged perpetrator; See FAILURE TO PROTECT Item [DCYF Policy 1151](#);
 - (d) Wounds are alleged to be caused by intentional or non-accidental behavior abuse but the perpetrator is not yet known;
 - (e) Wounds are alleged to have occurred because the child was not properly supervised by the caregiver; See LACK OF SUPERVISION in [DCYF Policy 1151](#); or
 - (f) A referral is received alleging behavior toward a child by a caregiver that is known to cause a risk of wounds occurring. Medically significant injuries need not be present if there is a threat of harm to the child.
4. The Intake CPSW must report to law enforcement via the "Referral to Law Enforcement" (Form 2203(a)) any child who has or is alleged to have received wounds due to physical abuse and the caregiver is protecting and the perpetrator has no access.

- M. PSYCHOLOGICAL ABUSE: Psychologically injured so that said child exhibits symptoms of emotional problems generally recognized to result from consistent mistreatment or neglect. The following are conditions of psychological abuse:
1. Emotional or Psychological Maltreatment:
 - (a) "Emotional or psychological maltreatment" means injury to the intellectual or psychological capacity of a child as evidenced by observable impairment in the child's ability to function within a normal range of performance and behavior."
 - (b) The Intake Unit refers reports of this maltreatment to the District Office Assessment Supervisor when:
 - (1) A mental health professional provides a written report documenting the child's impaired functioning and directly relates it to psychological or emotional maltreatment by a caregiver; or
 - (2) Alleged behavior toward a child by a caregiver is generally recognized as leading to psychological or emotional injury.
 - (c) Examples include by are not limited to:
 - (1) Berating and name-calling that leads to child's suicide ideation; and
 - (2) Constant berating and name-calling that leads to acting out aggressive behavior or withdrawn behavior in a child.
 2. Munchausen's Syndrome By Proxy:
 - (a) "Munchausen's Syndrome by Proxy" means a caregiver who relates fictitious illnesses in their child by either inducing or fabricating the signs or symptoms. The caregiver presents the child for medical care persistently, often resulting in multiple and extensive medical procedures and hospitalizations.
 - (b) The Intake Unit refers these reports to the District Office Assessment Supervisor when a medical or mental health professional reports a suspicion of Munchausen's syndrome by proxy and the reporting professional provides written documentation supporting the allegations.
 3. Threatening or Menacing Behavior:
 - (a) "Threatening or menacing behavior" means a caregiver threatens to harm a child or threatens to harm themselves in the presence of the child.
 - (b) The Intake Unit refers these reports to the District Office Assessment Supervisor when:
 - (1) A caregiver is threatening harm to a child or themselves in the in the presence of a child;

- (2) A caregiver states that he or she cannot cope with the child and fears hurting the child;
 - (3) An individual other than the caregiver is threatening to harm the child and the caregiver refused to protect the child from the alleged perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (4) A caregiver attempts to harm a child or themselves, but no injury results.
 - (c) Evidence of injury need not be present
 - (d) Examples include but are not limited to:
 - (1) Threatening a child with a gun, knife, or other weapon;
 - (2) The caregiver attempts suicide in front of the child;
 - (3) Cruel or bizarre treatment of a child.
4. Domestic Violence:
- (a) [Domestic violence](#), according to RSA 173-B means the commission or attempted commission of one or more of the following acts by a family or household member or current or former sexual or intimate partners:
 - (1) Assault or reckless conduct as defined in RSA 631:1 through RSA 631:3;
 - (2) Criminal threatening as defined in RSA 631:4;
 - (3) Sexual assault as defined in RSA 632-A:2 through RSA 632-A:5.
 - (4) Interference with freedom as defined in RSA 633:1 through 633:3
 - (5) Destruction of property as defined in RSA 634:1 and RSA 634:2.
 - (6) Unauthorized entry as defined in RSA 635:1 ad RSA 635:2.
 - (7) Harassment as defined in RSA 644:4.
 - (b) Reports that allege domestic violence will be referred to the District Office as Neglect as the primary allegation for the referral. And if the child has been physically injured, the secondary allegation will be referred to the District Office as physical abuse.
 - (c) If Intake staff determines that the call does not meet the criteria for a child abuse and neglect assessment, no referral is made to the Assessment Supervisor. However, if the caller indicated an awareness of domestic violence in the family, Intake staff must ensure that the caller is aware of available resources as appropriate, including at minimum, the [phone number](#) for the statewide domestic violence hotline or the local crisis center.


N. DEATH:

1. "Death" means the permanent cessation of all vital functions; or total irreversible cessations of cerebral function, spontaneous function of the respiratory system, and spontaneous function of the circulatory system; or the final and irreversible cessation of perceptible heartbeat and respiration.
2. The Intake Unit refers reports of a child's death the District Office Assessment Supervisor when:
 - (a) The death is allegedly a result of physical abuse by the caregiver and the parents or caregiver involved has access to other minor children in their custody or control;
 - (b) The caller reports that the cause of death is suspicious and possibly not consistent with the caregiver's explanation and the parents or caregiver involved have other minor children in their custody or control;
 - (c) Death is allegedly caused by someone other than the caregiver and the caregiver refuses to protect his or her other children from the perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (d) Death is allegedly a result of physical abuse but the perpetrator is not yet known and the caregiver has access to other minor children; or
 - (e) Death is alleged to have occurred because the caregiver did not supervise the child and the caregiver has other minor children. See LACK OF SUPERVISION in [DCYF Policy 1151](#).
3. The Intake Unit must immediately report by telephone the death of a child to law enforcement, the Attorney General, and the Child Protection Administrator at State Office and the appropriate law enforcement agency.

PROCEDURES

- I. The Intake CPSW must after the Intake Supervisor's review:
 - A. Report to local law enforcement, the following types of serious physical abuse of a child by an out of the home perpetrator and the caregiver is protecting and the perpetrator has no access to the child:
 1. Bites;
 2. Bone Fractures;
 3. Brain Damage, Skull Fractures, Retinal Hemorrhage and cerebral hemorrhage;
 4. Burns and Scalding;
 5. Cuts, Bruises, Welts, and Swelling;
 6. Internal Injuries;

7. Sprains and Dislocations;
 8. Subdural Hematoma and Skeletal Injuries;
 9. Torture
 10. Tying and Close Confinement
 11. Poisoning or Ingestion of Noxious Substances
 12. Wounds;
 13. Death
- B. Report a child's death immediately by telephone to the Child Protection Administrator at State Office, followed by a referral to law enforcement
 - C. Report a child's death immediately by telephone to the Attorney General's Office
 - D. Complete the [Screen-In Criteria](#) and the [Response Priority](#) screens on NH Bridges for all credible reports;
 - E. Contact appropriate District Office staff to advise of all Level 1 reports.
 - F. Complete the Referral screens on NH Bridges; and
 - G. Forwards all reports to the Intake Supervisor for approval.
- II. The Intake Supervisor forwards credible referrals electronically to the District Office Assessment Supervisor for assessment.

1153 CHILD SEXUAL ABUSE	
Chapter: Child Protective Field Services	Section: CPS Central Intake
	New Hampshire Division for Children, Youth and Families Policy Manual Policy Directive: 11-21 Effective Date: August 2011 Scheduled Review Date:
	Approved: Maggie Bishop, DCYF Director
Related Statute(s): RSA 169-C, and RSA 632-A:1 Related Admin Rule(s): Related Federal Regulation(s):	Related Form(s): Form 2203(a) Bridges' Screen(s) and Attachment(s):

NH law, societal standards and parenting standards all help define what activities are not considered safe and acceptable for children to be experiencing and what must be reported to law enforcement. In order to assist Intake Staff to identify sexual activity that must be assessed or screened out, guidelines have been developed for those allegations involving adults and those allegations that involve children 12 years old and younger.

Purpose

To establish a list of the conditions that constitute child sexual abuse, the criteria for determining whether reports meet DCYF standards for child abuse assessment and to determine when a report to law enforcement and the Department of Education is required.

Policy

- I. The Intake CPSW uses these sexual abuse conditions in the [Screen-In Criteria SDM SECTION 1: CHILD ABUSE AND NEGLECT SCREEN-IN CRITERIA](#) to assist in determining if a report meets DCYF criteria for child abuse assessment.
- II. The conditions of child sexual abuse include:
 - A. SEXUAL ABUSE AND SEXUAL PENETRATION
 1. "Sexual abuse," as defined by the New Hampshire Child Protection Act, RSA 169-C, means the following activities under circumstances which indicate that the child's health or welfare is harmed or threatened with harm; the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or having a child assist any other person to engage in, any sexually explicit conduct or any simulation of this conduct for the purpose of producing any visual depiction of this conduct; or the rape, molestation, prostitution, or any other form of sexual exploitation of children, or incest with children. This includes the intentional touching of the child's or the perpetrator's sexual or intimate parts, including breasts and buttocks, and the intentional touching of the child's or perpetrator's clothing covering the immediate area of the child's or perpetrator's sexual or intimate parts. (NH Child Protection Act, RSA 169-C: 3, XXVII and NH Criminal Code, Sexual Assault and Related Offenses, RSA 632-A:1).
 2. "Sexual penetration," as defined by the New Hampshire Criminal Code means sexual intercourse; cunnilingus; fellatio, anal intercourse; any intrusion, however slight, of

any part of the perpetrator's body or any object manipulated by the perpetrator into genital or anal openings of the victim's body; or any intrusion, however slight, of any part of the victim's body into genital or anal openings of the perpetrator's body. (NH Criminal Code, Sexual Assault and Related Offenses, RSA 632-A:1).

3. The Intake Unit refers a report of alleged sexual abuse to the District Office Assessment Supervisor when:
 - (a) A child's behavior has been described and/or observed to go beyond normal psycho-sexual development and may include:
 - (1) Excessive masturbation accompanied by other behavioral indicators of sexual abuse, simulated sexual activity through play;
 - (2) Young child performing explicit sexual acts upon other children; or
 - (3) Young child consistently using sexually explicit language toward others.
 - (b) A suspicion of sexual abuse is based upon a medical professional's physical findings, even if the child does not disclose an incident;
 - (c) A child is disclosing an incident of sexual abuse by a caregiver or other person who may have continuing access to the child;
 - (d) A child is disclosing an incident of sexual abuse but is not identifying a specific perpetrator;
 - (e) Sexual abuse or penetration is alleged between household members even if the caregiver has reportedly taken actions to stop this abuse;
 - (f) Sexual abuse is alleged to have been committed against a child by someone other than the caregiver and the caregiver refuses to protect the child from the perpetrator; See FAILURE TO PROTECT in [DCYF Policy 1151](#);
 - (g) A caregiver is creating visual depiction of a pornographic nature of children including photographs, videos, computer generated images of children;
 - (h) A caregiver is confessing to having sexually abused a child in his or her care;
 - (i) A child has contracted a sexually transmitted disease through sexual contact with another person;
 - (j) A child age 12 years or younger is sexually acting out toward other children (See section B 5 below); or
 - (k) A caregiver is causing a child to perform sexual acts on others including animals or is causing a child to engage in acts of prostitution or pornography;

- (l) A caregiver is engaging in behavior or written or verbal communication that is causing a child to believe that he or she is sexually intimidated, propositioned, targeted, threatened, or stalked;
 - (m) A caregiver is allowing an individual to have unsupervised access to children who are under the age of 18 and that individual is a founded perpetrator on the DCYF Central Registry or has been convicted of sexual abuse to a child. Unsubstantiated allegations from family or other individuals will not be used to initiate a DCYF protective assessment.
4. The Intake CPSW must report to [law enforcement](#) via the "Referral to Law Enforcement" (Form 2203(a)) any child, who is allegedly sexually abused, and the caregiver is protecting and the alleged perpetrator is not a household member or relative and has no access to the child. When a school employee is the alleged offender, Intake staff advises law enforcement and the Department of Education of the allegation.

B. CHILDREN SEXUALLY ABUSING CHILDREN

1. "Children sexually abusing children" means a child 12 years or younger allegedly has been sexually harmed by another child 12 years or younger.
2. One referral to Assessment is completed per family and must reflect all of the names of the participants in the incident.
3. The Assessment Supervisor may initiate subsequent protective referrals due to facts learned during the assessment. Examples may include, but are not limited to:
 - (a) Additional victims are identified during the assessment;
 - (b) An involved child is identified as the victim of another specified individual; and
 - (c) Other abuse or neglect not included in the initial report has been identified.
4. The child is identified on NH Bridges as a victim with an unknown perpetrator. If the parent or guardian of the child fails to protect the child from further sexual abuse, refer to FAILURE TO PROTECT in [DCYF Policy 1151](#).
5. The Intake Unit does not refer reports involving sexual contact between children ages 12 and under unless:
 - (a) There is disclosure of an adult perpetrator engaging in activities considered to be sexually abusive; or
 - (b) There is a 3 year age difference involving the acts of sexual abuse or sexual penetration as defined above; or
 - (c) There is information that coercion or harm was utilized in the sexual acts between the children; or

6. A new assessment is initiated if Intake receives information that the child 12 years old or younger continues to sexually harm other children through lack of supervision SEE LACK OF SUPERVISION MEDICAL NEGLECT in [DCYF Policy 1151](#); or lack of treatment.
7. Intake staff must notify [law enforcement](#) via the "Referral to Law Enforcement" (Form 2203(a)) of reports of sexual abuse that involves non-caregivers who have access to the child and the caregiver is protecting.

1154 INTAKE OF SPECIAL INVESTIGATION REPORTS

Chapter: **Child Protective Field Services**

Section: **CPS Central Intake**



New Hampshire Division for Children, Youth and Families Policy Manual

Policy Directive: **15-26**

Approved:

Effective Date: **April 2015**

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Lorraine Bartlett, DCYF Director

Related Statute(s): [RSA 151](#), [RSA 169-C](#), [RSA 170-E](#), and [RSA 541-A](#)

Related Admin Rule(s): [He-C 6350](#), and [He-C 6355](#)

Related Federal Regulation(s): [PREA](#)

Related Form(s):

Bridges' Screen(s) and Attachment(s):

The Division for Children, Youth and Families believes that all children and youth should be safe and works in partnership with families and communities to promote safety in all settings. DCYF Central Intake receives reports of alleged child abuse and neglect. When a report has been received regarding NH Residential Treatment Programs, Institutions, other court-ordered out-of-home placements, or DCYF employees, specific screening practices are in place to determine if a referral should be assigned to specialized staff for investigation to assure objectivity, professionalism, and confidentiality for all the individuals involved.

Purpose

This policy establishes the Child Protective Services' Central Intake Unit's responsibilities that are unique in responding to initial contacts and determining whether reports meet DCYF criteria regarding suspected child abuse or neglect in Residential Treatment Programs, Foster Family Care, and DCYF employee homes. It also establishes how these contacts are to be classified, documented, and referred for further action or services, if appropriate.

Definitions

"Additional Information" means information received on a referral or case that is currently open with Child Protective Services (CPS) or Juvenile Justice Services (JJS), where the new information is duplicative or does not meet the criteria of abuse/neglect. This information received is sent to the District Office as an associated referral, not as a new report.

"Child-Placing Agency" pursuant to RSA 170-E:25, means any firm, corporation, or association which receives any child/youth for the purpose of providing services related to arranging for the placement of the child/youth or receives any child/youth for the purpose of providing services related to arranging for the placement of the child/youth in adoption, including:

1. **"Residential Treatment Program"** means a residential Group Home or Child Care Institution as described in RSA 170-E:25, which may be certified by DCYF pursuant to He-C 6350.
2. **"Foster Family Home"** means a licensed resource home in which placement, care, and a family experience are provided for children/youth who cannot be safely cared for in their own home or by a relative.

"Contact" means a telephone call, oral information provided in person, or written information received by DCYF regarding concerns about the care or maltreatment of a child/youth.

"Corrective Action Plan" means, a written proposal setting forth the procedures by which a Child Care Agency, Child Care Institution, or Child-Placing Agency will come into compliance with the standards set by RSA 541-A and subject to approval of the Department. The Corrective Action Plan shall include the time needed to assure compliance and the action steps/tasks proposed by the agency to reach compliance.

"CPSW" means a Child Protective Service Worker employed by DCYF.

"Credible Report" means the reporter provides information that identifies the child(ren)/youth by name or location, and allegations, which if determined to be accurate, constitute harm or a threat of harm to the life, health, or welfare of the victim of the report. The information needs only to be within the range of possibility or probability and to appear to be grounded in fact.

1. Credibility of a referral is not determined based on the possibility of a finding or on the results of court action.
2. A contact alleging one or more of the following incidents or conditions in the presence of circumstances that show harm or a threat of harm to a child/youth constitutes a credible report:
 - a. Child Neglect as defined in [Policy 1151](#).
 - b. Child Emotional Abuse as defined in [Policy 1152](#).
 - c. Child Physical Abuse as defined in [Policy Item 1152](#).
 - d. Child Sexual Abuse as defined in [Policy Item 1153](#).

"DCYF" or the **"Division"** means the DHHS Division for Children, Youth and Families.

"DCYF Employee" means any individual employed by the Division for Children, Youth, and Families.

"DHHS" means the New Hampshire Department of Health and Human Services.

"Formal Relative Placement" means an individual who has a relative child placed in their home and has complied with the formal DCYF process and completed a written agreement to be a court-ordered out-of-home placement.

"Foster Family Home" means a licensed resource home in which placement, care, and a family experience is provided for children/youth who cannot be safely cared for in their own home or by a relative.

"JPPO" means a Juvenile Probation and Parole Officer employed by DCYF.

"Person Responsible for the Child Abuse or Neglect" or **"Alleged Perpetrator"** means a person who has or is alleged to have psychologically, physically, sexually abused, or neglected a child/youth, regardless of age or family relationship to the victim.

Policy

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| <ol style="list-style-type: none">I. DCYF Central Intake Unit receives all reports of alleged child abuse and/or neglect for Special Investigations. |
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- A. All contacts are referred to the Child Protective Services Central Intake Unit at 1-800-894-5533 or (603) 271-6556.
 - B. An Intake Child Protective Service Worker (Intake CPSW) or Supervisor must be available during work hours to receive contacts regarding abuse and/or neglect. DCYF work hours are Monday through Friday, 8 AM to 4:30 PM, excluding holidays.
- II. Referrals regarding NH Residential Treatment Programs, Institutions, other court-ordered out-of-home placements, or DCYF employees are identified as Special Investigation reports or screened-out.
- A. All information must be documented in the same manner as other contacts.
 - B. Residential Treatment Programs, institutional units, and other court-ordered out-of-home placements include:
 - 1. John H Sununu Youth Services Center;
 - 2. New Hampshire Hospital;
 - 3. Health Facilities;
 - 4. Residential Treatment Programs;
 - 5. Licensed Foster Family Homes;
 - 6. Formal Relative Care Providers;
 - 7. Homeless Youth Programs; and
 - 8. Any other Residential Treatment Program, whether licensed, unlicensed, or subject to licensure.
 - C. Reports involving a DCYF employee means a report received regarding: the employee as an alleged perpetrator; or the employee's child, stepchild, or a child living in the employee's household, who is an alleged victim of maltreatment.
 - 1. When an Intake CPSW becomes aware that a referral is regarding a DCYF employee, the Intake CPSW must request to transfer the caller to an Intake Supervisor to complete the referral.
 - 2. The Intake Supervisor must immediately notify the appropriate Field Administrator if the employee has a direct service role with families.
 - 3. To protect the confidentiality of any DCYF employee who is the subject of a referral, the Intake Supervisor must change the identity of the family members to the first initial and last name "LNU" with all identifying demographics removed, prior to forwarding the referral to the Supervisor of Special Investigations.
 - (a) The Supervisor of Special Investigations must immediately restrict the referral upon receipt of the report from Central Intake.

- (b) Special Investigations staff will be responsible for completing the demographic information upon the referral being restricted.
- D. Reports involving allegations of abuse or neglect in a foster family home, in which the only alleged victims in the foster family home are the biological or adoptive children/youth of the foster family, must be forwarded to the District Office of that catchment area and not to Special Investigations.
 - 1. Concerns for conflicts of interest in completing an investigation must be forwarded to the appropriate Field Administrator.
- III. Reports alleging consensual/mutual sexual contact between youth placed in Residential Treatment Programs, which do not involve force, threat, an age and/or developmental disparity, or abuse or neglect by staff, are forwarded to the CPSW/JPPD responsible for the child/youth to address the concerns with the child(ren)/youth, employees, or agency administration as additional information.
 - A. In addition, notification pursuant to section V-E:6 below must be sent by the Intake CPSW, as applicable.
- IV. Intake CPSWs, or Supervisors, will receive contacts, determine the credibility of a report, identify subsequent reports and reports of additional information, and open a child protective referral for assessment pursuant to [Policy 1150 Child Abuse and Neglect Intake](#).
 - A. For [credible reports](#) the Intake CPSW, or Supervisor, must:
 - 1. Request that any written reports from a professional reporter be sent to the Central Intake Unit and/or Special Investigations within 48 hours;
 - 2. Ask the caller about any known safety plans for the child(ren)/youth and document the information in the Bridges referral narrative; and
 - 3. If requested, advise the caller about the DCYF protective investigation process that may include:
 - (a) Information is forwarded electronically to Special Investigations and staff determines how to respond to the referral in order to determine the safety of the child(ren)/youth;
 - (b) Individuals in the home or facility where the alleged abuse and/or neglect occurred may be interviewed regarding the allegation(s);
 - (c) Medical services must be sought if a child/youth requires assistance;
 - (d) Collateral contacts must be made for the completion of the referral; and
 - (e) Foster parents and Residential Treatment Program staff may be required to submit and/or engage in a Corrective Action Plan.
- V. The Child Abuse and Neglect Screen-In Criteria guides the determination whether a report meets DCYF criteria for child abuse and/or neglect.

- A. Intake CPSWs utilize [Policy 1151 Child Neglect](#) in identifying the conditions and indicators of child neglect;
- B. Intake CPSWs utilize [Policy 1152 Child Physical Abuse](#) in identifying the conditions and indicators of physical and psychological child abuse;
- C. Intake CPSWs utilize [Policy 1153 Child Sexual Abuse](#) in identifying the conditions and indicators of child sexual abuse; and
- D. In addition, reports of maltreatment specific to a Residential Treatment Program will be screened-in based on consideration of the following items:
 - 1. Actions/inactions taken by the facility administration following the reported maltreatment to provide for the safety of the child/youth, including any safety plans;
 - 2. The presence of serious injury, harm, or intent to cause harm to the alleged victim;
 - 3. A child who has exceeded the age definition of child in RSA 169-C:3, but has been maintained in court-ordered placement which may be under the guardianship or legal custody of the Division; and
 - 4. Internal facility investigation that supports suspected abuse or neglect.
- E. If a report does not meet the criteria for an allegation of child abuse and/or neglect and will not be referred for assessment (screened-out), the Intake CPSW will forward any reports of violations to the appropriate authority:
 - 1. Reports alleging abuse or neglect within a Residential Treatment Program located outside the State of New Hampshire will be forwarded to the Intake agency with jurisdiction over the state in which the program is located.
 - (a) If there is an assigned DCYF caseworker for the child/youth and/or the program is certified by DCYF, a copy of the referral information shall be sent to the caseworker and certification authority.
 - 2. Reports alleging residential care licensing violations, or certification violations, are forwarded to the appropriate DHHS Licensing or Certification authority for review and follow-up with the program as appropriate.
 - 3. Reports alleging foster care license violations will be referred to the District Office Resource Worker, or Child-Placing Agency that licensed the Foster Care Provider.
 - 4. Reports alleging abuse or neglect by educational personnel within a Residential Treatment Program will be forwarded to the NH Department of Education.
 - (a) If there is an assigned DCYF caseworker for the child/youth and/or the program is certified by DCYF, a copy of the referral information shall be sent to the caseworker and certification authority.
 - 5. Reports that do not meet the criteria of abuse and/or neglect at a state-operated facility, including the NH Hospital and the John H. Sununu Youth Services Center, will

be sent to facility administration for review and copied to the DHHS Human Resources.

6. Reports that are of a sexual nature, but do not meet the criteria of sexual abuse when the child/youth is admitted to the John H. Sununu Youth Services Center or a PREA eligible Residential Treatment Program must be forwarded to the Prison Rape Elimination Act (PREA) Coordinator at SYSC.

VI. Intake CPSWs, are required to complete the following screens on NH Bridges:

- A. General Referral Information;
- B. Referral Narrative i.e. the name of the reporter if provided by the caller;
- C. Demographics Page, including all known information regarding ethnicity;
- D. Relationship;
- E. Abuse/Neglect Screen for Credible Reports; and
- F. Referral Acceptance.

VII. For each report referred to Special Investigations a response timeframe must be determined.

- A. If an Intake CPSW determines the child(ren)/youth are in imminent danger due to the allegations reported and information received regarding any actions or inactions/lack of safety planning taken by other involved agencies or programs, the Intake CPSW will determine that immediate response is needed.
- B. If an immediate response is needed, the following actions will be completed immediately after discussion with the Intake Supervisor.
 1. Notify the Special Investigations Supervisor or CPSW by telephone and provide the information verbally with the complete referral to follow.
 - (a) The SI CPSW will contact the CPSW/JPPPO (if applicable) who manages the open case for the child/youth, to advise them that a referral has been received for assessment.
 - (b) The SI CPSW will arrange to make the face-to-face contact with the child(ren)/youth and caregiver the same day to respond to the immediate concerns, and establish a safety plan as needed.
 - (c) The SI CPSW will include the CPSW/JPPPO who manages the open case for the child/youth (if applicable) in the Special Investigation process when deemed appropriate and necessary.
 2. If Special Investigations Staff are not available Central Intake will contact the Field Administrator for the District Office that would have jurisdiction.
 - (a) The Field Administrator will contact the District Office Supervisor and determine what actions are necessary.

- (b) The District Office Supervisor will advise the CPSW/JPPPO, or supervisor, who manages the open case of the referral information, if applicable.
 - (c) The CPSW/JPPPO, or supervisor, in collaboration with the District Office Resource Worker, will make the face-to-face contact the same day, respond to the immediate concerns, and establish a safety plan with the parent/provider as needed.
 - (d) The referral will be assigned to the District Office until the safety plan is established.
 - (1) The District Office Supervisor is responsible for restricting the referral upon assignment.
 - (2) The District Office Supervisor will unrestrict the referral to transfer/reassign it to Special Investigations upon completion of the safety plan and contacts.
- C. Any report that does not require an immediate response, will be assigned to Special Investigations to be restricted by Special Investigations staff and investigated pursuant standard practice.

Practice Guidance

Should the demographic information in Bridges regarding a DCYF employee be changed during a protective investigation?

After the referral has been restricted and assigned to SI staff, the SI staff is responsible for entering all available demographic information in Bridges, regardless of the determination.

If a referral is received with allegations regarding a foster child and the foster parent(s) biological children, should 2 separate referrals be created with one sent to Special Investigations and one to the local District Office?

The opening of multiple assessments with different office/units creates duplicate efforts and added confusion for the family that the CPSW will be trying to engage in the assessment process. One referral should be entered and assigned to the Special Investigations staff. The Special Investigations staff will work with the local District Office as needed during the assessment.

If a report is regarding an employee of a District Office who works for a different Division, or an individual who provides services through a community provider, should it be sent to Special Investigations?

Individuals who are not employed by the Division or who have a working relationship with District Office staff can present as a conflict of interest for the local staff to investigate. These situations are still assigned to the District Office. The Child Protective Supervisor will review the circumstances, available staff, and discuss the concerns with their Field Administrator to determine if a different District Office should be asked to take an assessment or if assistance from Special Investigations is appropriate.

1155 INTAKE DATA ON NH BRIDGES

Chapter: **Child Protective Field Services**

Section: **CPS Central Intake**



New Hampshire Division for Children, Youth and Families Policy Manual

Policy Directive: **07-11**

Approved:

Effective Date: **February 28, 2007**

Scheduled Review Date:

Maggie Bishop, DCYF Director

Related Statute(s): [RSA 169-C](#)

Related Admin Rule(s):

Related Federal Regulation(s):

Related Form(s):

Bridges' Screen(s) and Attachment(s):

Purpose

This policy describes the screens on NH Bridges that are completed by the Intake CPSW.

Policy

- I. Intake CPSWs are required to complete the following screens on NH Bridges:
 - A. General Referral Information;
 - B. Referral Narrative i.e. the name of the reporter if provided by the caller;
 - C. Demographics Page, including all known information regarding ethnicity;
 - D. Relationship;
 - E. Abuse/neglect Screen for Credible Reports; and
 - F. Referral Acceptance.
- II. The [Child Abuse and Neglect Screen-In Criteria screen](#) assists in determining whether a report meets DCYF criteria for child abuse and neglect.
- III. The [Response Priority Decision Tree](#):
 - A. Is used to guide/assess how quickly the assessment must be initiated;
 - B. Is completed within 24 hours, excluding holiday and weekends, from receipt by Intake;
 - C. Structures this analysis to determine a response priority level;
 - D. Is completed on every new credible report that is approved for further assessment;
 - E. Is completed on every new credible report accepted for assessment on open cases;
 - F. Is approved or modified by the Intake Supervisor.
 - G. Is completed for each type of alleged maltreatment.

- H. The branch of the priority response decision tree is followed until reaching a termination point. The termination point indicates whether Structured Decision Making (SDM) recommends a priority Level 1, 2, or 3 response. If a Level 1 response (immediate action required) is indicated on one tree, do not complete any additional maltreatment trees. Indicate the recommended response by selecting one response level.
- I. Includes an override, designed to guide decisions, not to replace the judgment of the Intake CPSW:
 - 1. If, after consultation between the Intake CPSW and the Intake Supervisor, it is agreed that completion of the tree leads to a decision that does not apply due to unique circumstances not captured by the tool, or because critical information is unknown, the Intake Supervisor may approve another decision using a discretionary override.
 - 2. Occasionally, unique circumstances will not be captured within the questions and criteria of the decision trees. The Intake Supervisor may select a response priority different from that indicated by the decision trees in order to provide a higher or lower response priority.
 - 3. The Intake Supervisor must approve all overrides. Supervisory approval is indicated when the appropriate screen is completed on BRIDGES.
 - 4. The Assessment Supervisor may change a response priority level only when information is known and documented by the D. O. which supports the level of change, or if law enforcement requests a specific response time.
 - 5. Indicate the response by marking one response level. If an override was exercised, "assigned" will differ from "recommended" response. If no override was used, "assigned" and "recommended" responses will be the same.
- J. Special Circumstances
 - 1. For each report made to the Special Investigations Unit, or by law enforcement requesting assistance, regarding out-of-home perpetrators, the Response Priority screen is not completed.
 - 2. For each report made by a NH court requesting a home study, the Response Priority screen is not completed.

Appendix G
Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
<p>General Requirements Vendor Response Checklist</p> <p>Instructions:</p> <p>Vendor Response Column - Place a "Yes" if the implementation of the Service can fully comply with the requirement described in the row, without special customization. A "Yes" can only be used if the requirement describes your standard service. Otherwise, enter a "No"; A "No" can only be used if the requirement will be met in the future or is not available.</p> <p>Comments Column - Vendors can provide a brief explanation. Free form text can be entered into this column. This column can be used to propose alternative approaches to fulfilling the requirement.</p>		
A GENERAL DATA SECURITY AND PRIVACY		
A.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract.		
A.2 The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the projects data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide certification of assessment to DHHS.		
A.3 As the state's agent, the Vendor must provide certification of compliance with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS' standard business associate agreement.		
A.4 As the state's agent, the Vendor must provide certification of compliance with the requirements of the United States Commerce Department's National Institute of Standards and Technology (NIST) and the Open Web Application Security Project (OWASP).		
A.5 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information.		
A.6 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files.		
A.7 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence.		

Appendix G

Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
A.8 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.		
A.9 The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.		
B APPLICATION SECURITY REQUIREMENTS		
B.1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.		
B.2 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.		
B.3 Enforce unique user names.		
B.4 Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol with no dictionary words.		
B.5 Passwords should be forced to an Administrator reset after three (3) failed attempts.		
B.6 Encrypt passwords in transmission and at rest within the database.		
B.7 Expire passwords after ninety-days days.		
B.8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.		
B.9 Provide the ability to limit the number of people that can grant or change authorizations		
B.10 Provide the ability to enforce session timeouts during State-defined periods of inactivity.		
B.11 Ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)		
B.12 The application shall not store authentication credentials or Sensitive Data in its code.		
B.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements		
B.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for six (6) months		

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Off Site Work Facility - Additional Technical Requirements

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B.15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.		
B.16 The Application Data shall be protected from unauthorized use when at rest		
B.17 Keep any Sensitive Data or communications private from unauthorized individuals and programs.		
B.18 Subsequent application enhancements or upgrades shall not remove or degrade security requirements		
B.19 Conform to all State and Federal laws and regulations regarding data security		
B.20 Create change management documentation and procedures		
C HOSTING REQUIREMENTS		
C.1 The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the system and data submitters and the State with permission based logins. <ul style="list-style-type: none"> Access will be via Internet Explorer Version 7, or as otherwise agreed to by DHHS. 		
C.2 The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider. .		
C.3 Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.		
C.4 The Vendor must monitor the application and all servers.		
C.5 The Vendor shall manage the databases and services on all servers located at the Vendor's facility.		
C.6 The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.		
C.7 The Vendor shall monitor System, security, and application logs.		
C.8 The Vendor shall manage the sharing of data resources.		
C.9 The Vendor shall manage daily backups, off-site data storage, and restore operations.		
C.10 The Vendor shall monitor physical hardware.		
C.11 The Vendor shall provide validation that they have adequate disaster recovery procedures in place.		

Appendix G
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REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.12The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.		
C.13The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.		
C.14The Vendor shall adhere to a defined and documented back-up schedule and procedure.		
C.15Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.		
C.16Scheduled backups of all servers must be completed weekly.		
C.17 The minimum acceptable frequency is differential backup daily, and complete backup weekly.		
C.18 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.		
C.19 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.		
C.20Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.		
D HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		
C.21 The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.5% uptime, exclusive of the regularly scheduled maintenance window.		
C.22 The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.		
C.23 The Vendor' network architecture must include redundancy of routers and switches in the Data Center.		

Appendix G

Off Site Work Facility - Additional Technical Requirements

REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.24 Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).		
E HOSTING REQUIREMENTS - SECURITY		
C.25 The Vendor shall employ security measures that ensure the State's data is protected.		
C.26 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.		
C.27 All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.		
C.28 All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.		
C.29 In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.		
C.30 The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.		
C.31 The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.		
F HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT		
C.32 The DHHS and Health Facilities shall have unlimited access, via phone or Email, to the Vendor Help Desk technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.		
C.33 The Vendor telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.		
C.34 The Vendor shall guarantee 99.5% uptime, exclusive of the regularly scheduled maintenance window		